

1900-043 Chancery Causes: Pennington Gap Bank] vs. Henry C. Slump & Lee Co.

Folder 1a/2

Hurst, Hyatt, Flanary, Barron, Goodloe, Goodloe Bros],
Graham, Necessary, Jesse, Orr, Morgan, Anderson, Ward,
Powells Valley Bank], Collier

CA-Debt
T-Property

-Deed

To the Honorable H.S.K. Morrison, Judge of the Circuit Court
of Lee County, Virginia:

Humbly complaining, your orators, William S. Hurst, John A.
G. Hyatt and A. G. Hyatt, private bankers doing business under the
name and style of Pennington Gap Bank, would respectfully repre-
sent and show unto your honor,

That, on the 2nd day of February 1893, one Henry C. Slemph,
made his certain writing obligatory, by which he bound himself
to pay, by the 1st day of October 1893, to W. N. G. Slemph, the sum
of \$469.40 bearing interest from date, and that as to said debt
the said Henry C. Slemph waived the benefit of his homestead ex-
emption; that afterwards, to wit, on the 10th day of July 1893,
said bond then being unpaid, the said W. N. G. Slemph, for value
received and by written endorsement on the back of said bond,
assigned the same to your orators, the Pennington Gap Bank. All
of which will more fully and at large appear by reference to
said bond and the endorsement thereon which is herewith filed
as part hereof marked "A".

Your orators will now show your honor that said sum of \$469
.40 with its interest is the last payment on three tracts of
land sold by the said W. N. G. Slemph to the said Henry C. Slemph,
which sale was made on the 2nd day of February 1893 as is shown
by the written contract then entered into by the said Henry C.
Slemph with the said W. N. G. Slemph and Minerva Slemph his wife, a
copy of which is herewith filed marked "B" and proved to be
considered as part hereof. By an inspection of this contract
it will be seen that said sale was made at the price of \$30.00
per acre with a bonus of \$75.00 extra to be paid by the said H.
C. Slemph to the said W. N. G. Slemph; that said land was to be sur-
veyed by a good and efficient surveyor within thirty days after
the date of said sale at the expense of the said W. N. G. Slemph;
that as soon as said survey was made the said W. N. G. Slemph and
Minerva his wife were to convey said tracts of land to the said
Henry C. Slemph by deed with covenants of general warranty, and
free from all encumbrances; and that as soon as said conveyance

was made the said Henry C. Slemp was to execute his note bearing interest from date for the balance remaining unpaid.

Your orators will now further show your honor that within the month next after the date of said contract and sale aforesaid the said W.N.G. Slemp had said land surveyed by a competent and efficient surveyor and on the 2nd day of March 1893, he together with his wife Minerva Slemp made executed and delivered to the said Henry C. Slemp a deed conveying to him said three ~~ex~~ tracts of land with covenants of general warranty free from all encumbrances, all of which will more fully appear by reference to said deed, a copy of which is here filed as part hereof marked "C". By an inspection of said deed, which was then and there accepted by the said H.C. Slemp, it will be seen that the grantors therein reserved a lien for the unpaid purchase price of said land, which is said sum of \$469.40 above mentioned.

Your orators will now further show your honor that said sum of \$469.40 and every part thereof together with the interest accumulated thereon is still due, owing and unpaid; that the said H.C. Slemp had full notice of the assignment of said debt to your orators, who have often demanded payment of the same of him, which payment he has hitherto wholly refused and neglected to make.

Your orators are informed that the said H.C. Slemp is alleging as a reason said sum of money to your orators, that before said sale and conveyance to him, to wit, on the 28th day of September 1888, the said W.N.G. Slemp and Minerva Slemp his wife made and executed to Elbert Flanary, trustee, a deed of trust on the part of the land described and conveyed to the said H.C. Slemp by the said W.N.G. Slemp in exhibit "C" filed herewith, to secure a debt of \$1600.00 due to James M. Flanary, a copy of said deed is herewith filed as part hereof marked "D".

Your orators will now show your honor that said deed of trust covered much more land, as an inspection of it will show, than is embraced in the conveyance to the said H.C. Slemp: that

said debt secured by said deed of trust has nearly all been paid there remaining due on it only \$325.00 as of March, 1893, and that since that time as they are informed, there has been paid on said debt the sum of \$140.00 and perhaps more. At any rate as your orators will now show your honor the said W.N.G. Slemp on the 3rd day of October 1893 sold and conveyed by deed duly acknowledged on the 23rd day of November 1893 to C.M. Slemp 30 acres more or less of the land embraced in said trust deed and by the terms of said contract, the said C.M. Slemp expressly assumed the payment of the residue of said deed of trust, all of which will more fully and at large appear by reference to the deed of the said W.N.G. Slemp to the said C.M. Slemp, a copy of which is herewith filed as part hereof marked "E".

Your orators are advised and they here assert that said 30 acres of land are ample and sufficient to pay the remainder of said deed of trust, in fact that they are worth three or four times the sum which remains unpaid thereon, and they further aver that said 30 acres, having been sold by the said W.N.G. Slemp since the sale to the said Henry C. Slemp, would have to be first subjected to the payment of the debt due to the said James M. Flinary, and secured by said deed of trust, even if the said C. M. Slemp had not expressly assumed the payment thereof.

Your orators will here further show your honor that before the execution of the deed hereinbefore referred to by the said W.N.G. Slemp and wife to the said H.C. Slemp, that said H.C. Slemp had instituted a suit in this honorable court against the said W.N.G. Slemp to compel him to make a deed in accordance with the terms of said contract as shown in exhibit "B" filed herewith; that after the institution of his said suit the deed filed as exhibit "C" was made and accepted by the said Henry C. Slemp in full satisfaction of said contract; he the said Henry C. Slemp well knowing as he now well knows that the residue of the land embraced in the deed of trust outside of what is conveyed to him is more than sufficient to pay off the debt secured by said deed of trust "D"

Your orators will now show your honor that there are no ~~xxx~~ other liens on said tract of land; that their debt is due and unpaid; and that they have right to enforce the payment of the ~~h~~ same against said land. And being without adequate remedy at law they pray your honor's court of chancery to take cognisance of th~~er~~ cause and grant them proper relief. To this end they make Henry C.Slemp and W.N.G.Slemp the parties defendant to this bill and they pray that each one of them be required to answer the same and each and every allegation thereof under oath and that upon a final hearing that the said Henry C.Slemp be required to pay them said sum of \$469.40 with its interest within a reasonable time and failing to do so, that the same be enforced as a lien on said land conveyed to the said Henry C.Slemp by the said W.N.G.Slemp and wife, and that the same or enough thereof to pay said debt and interest and the costs of this suit be sold for that purpose. And if mistaken in their special prayer then they pray for such full general relief as is suited to ~~the~~ their case. May process issue &c.

Duncan & Hyatt, p.g.

1st Febry 1894

Pennington Gap Bank.

vs. Bill in Chancery.

Henry C. Slomp et al.

Duncan & Hvatt, p. a.

Filed February the 5th 1894

A. B. Munsey Clerk

1894 1st Febry Rules
Bill filed & pa Exd.
& Decree nisi
" 2nd Febry Rules & nisi
confirmed & cause
set for hearing by
Plaintiff

$$\begin{array}{r}
 18.77 \text{ Inst.} \\
 40 \\
 \$469 \overline{)100} \\
 488 = .17
 \end{array}$$

1 By the first day of October 1893.
 2 I bind myself to pay to W.
 3 N. G. Slump, the sum of four
 4 hundred and sixty nine
 5 dollars and forty cents,
 6 with interest from date,
 7 being the last payment for
 8 land. And I hereby waive
 9 the benefit of my home
 10 stead exemption as to this
 11 debt. Witness my hand and
 12 seal, this the 2nd day of
 13 February 1893.

14 Henry C. Slump Seal

15 ~~+~~ October 1st 1893.

16 B/S 7/10/93.

W. A. G. Sleep,

From Bond,

Henry C. Sleep,

For value received I hereby assign
within note to Pennington Gap Bank and
guarantee payment at maturity this
10th day of July 1893. waiving protest
W. A. G. Sleep.

"A"

To the Honorable W.T. Miller, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining, your orators, William S. Hurst, John A. G. Hyatt and A. G. Hyatt, private bankers doing business under ~~the~~ ^{firm} the name and style of Pennington Gap Bank, would respectfully represent and show unto your honor,

That heretofore, to wit, at the First February Rules 1894, they filed their original bill in this honorable Court against H.C. Slemp and W.N.G. Slemp, the object of which was to enforce the payment of a note or bond for the sum of four hundred and sixty-nine dollars and forty cents with interest from the 2nd day of February 1893, which said note was on that day executed by the said H.C. Slemp to the said W.N.G. Slemp, and was assigned by the said W.N.G. Slemp, on the 10th day of July 1893, to your orators, by their firm name of Pennington Gap Bank. In said original bill your orators alleged that said sum of four hundred and sixty nine dollars and forty cents was the last payment on three tracts or parcels of land sold ~~and conveyed~~ by the said W.N.G. Slemp to the said H.C. Slemp on the 2nd day of February 1893, which said lands were conveyed to him by the said W.N.G. Slemp and wife by deed dated on the 2nd day of March 1893, and your orators further showed your honor in said original bill that by said deed the said grantors reserved a lien for the unpaid purchase price of said lands which is said sum of \$469.40 aforesaid. In said original bill your orators further showed your honor that said sum of \$469.40 and every part thereof, together with the interest accumulated thereon was still due and unpaid, that the said H.C. Slemp had full notice of the assignment to your orators and that he refused and neglected to pay said sum of money, giving as a reason therefor that there were some other liens on the lands sold and conveyed to him as aforesaid.

Your orators will now show your honor that on the 13th day of March 1894, the said H.C. Slemp filed his answer to said bill in which he admitted that the said sum of \$469.40 was the

last payment on the tracts of land described in said original bill and the exhibits therewith, and that said sum of money was still due and unpaid. And in said answer he further alleged that there were various liens on said lands so sold to him which constituted liens at the time of said sale, and mentioned as constituting said liens a deed of trust executed by the said W.N.G. Slemp on the 28th day of September 1888 to Elbert Flanary, Trustee, to secure a debt to James M. Flanary. And he further alleged various other liens not set out, and as a further defense he averred that five acres of the land sold and conveyed to him by the said W.N.G. Slemp and wife formerly belonged to the heirs of Wm. N. G. Barron, Jr., all of whom had conveyed except Patrick H. Barron who was still an infant under the age of twenty-one years, and that by reason thereof the title to said five acres was not good.

Your orator will now show your honor that on the 15th day of March 1894 a decree was pronounced in said cause appointing A. M. Goins Commissioner to ascertain the liens, if any, existing upon the tract of land in the bill and proceedings mentioned, to whom due, their respective priorities, the defects, if any in the title to said land, what other lands belonged to the said W.N.G. Slemp, subject to said liens and the value thereof.

Your orators will now show your honor that afterwards, to wit, on the 21st day of May 1894, the said Commissioner filed his report of proceedings had and facts ascertained by him under and by virtue of said decree aforesaid together with a list of liens existing against the lands of the said W.N.G. Slemp at the time of said sale and conveyance aforesaid together with their several priorities, the first of which is a balance as of June 4th 1894 on said deed of trust for \$331.71, the second a judgement in favor of John Barron colored against J. P. Barron and W.N.G. Slemp of \$114.42; third, a judgement in favor of Goodloe Bros. against the said J. P. Barron and W.N.G. Slemp amounting to \$402.53; a judgement in favor a Henry Graham against the said W.N.G. Slemp amounting to \$112.16, said two last judgements having been rendered at the March Term 18-

93, of the Circuit Court of Lee County; he further reported a judgement in favor of J.F. Necessary ^{and} at the June Term 1893 of said Circuit Court, balance of which on June 4th 1894 amounted to \$261.55. From an inspection of said report it will be seen that said Commissioner overlooked or ignored the lien of your orator's bond aforesaid.

Your orators will now further show your honor that at the June term 1893 of the Circuit Court of Lee County, one J.A. Jessee, for the benefit of the Geiser Manufacturing Company, obtained a judgement against J.P. Barron and W.N.G. Slomp for \$220.00 with interest from Oct. 7th 1892, till paid and \$9.22 costs. Your orator will now show your honor that neither this last named judgement nor the one in favor of J.F. Necessary has been docketed in the Judgement Lien Docket so as to constitute a lien on the lands of the said W.N.G. Slomp.

Your orator will further show your honor that on the 1st day of December 1892 R.W. Orr, before John Kiddle, one of the Justices of this county, obtained a judgement against J.P. Barron and W.N.G. Slomp for \$50.00 with interest from that day till paid and \$2.95 costs. This judgement was docketed and properly indexed as to the said Barron on the 19th day of February 1894, but was not indexed in the name of the said Slomp until July 26th 1894.

Your orators will further show your honor that on the ____ day of _____ 1893 Morgan & Anderson obtained a judgement against the said W.N.G. Slomp for \$30.31 with interest from the 18th day of August 1893 till paid and \$0.75 costs. This ~~jud~~ judgement was duly docketed on the ____ day of _____ 1893

Your orator will further ~~show~~ your honor that at the last June term of your honor's court L.D. Ward obtained a judgement against S.L. Ward and W.N.G. Slomp for \$184.70 with interest from ____ day of December 1891 till paid and \$9.59 costs subject to a credit of \$81.50 paid September 12th 1891 and \$20.00 paid May 26th 1893. This judgement was duly docketed on the 3rd day of July 1894.

Your orators will further show your honor that at said June Term 1894 of your honor's court the Powell's Valley Bank obtained a judgement against W.N.G.Slemp, C.E.Flanary and C. Slemp for \$874.00 with interest from the 31st day of August 18 1894 till paid and \$9.56 costs. This judgement was duly docketed on the ____ day of _____ 1894. At the same term of your honor's court William S. Hurst obtained a judgement against W.N.G.Slemp, C.Slemp and M.D.Collier for \$792..00 with interest from the 15th day of June 1894 till paid. This judgement was duly docketed on the 30th day of July 1894.

Your orator alleges that the judgement herein before mentioned of John Barron against J.P.Barron, W.N.G.Slemp and C.M. Slamp has been fully paid, and they further allege that the sum of \$30.00 was on the ____ day of 18---, paid on the judgement in favor of Henry Graham, and they have been informed that since the last term of your honor's court the whole of said judgement has been satisfied.

Your orators will now show your honor that at the time of the sale made by the said W.N.G.Slemp to the said H.C.Slemp and at the time of the execution of said note filed as exhibit "A" with plaintiff's original bill, and at the time the judgements in favor of Goodloe Bros. and Henry Graham were rendered and docketed so as to constitute liens upon said land, the said W.N.G.Slemp owned in addition to the lands sold to the said H.C.Slemp the following tracts of land, to wit: A tract of land containing about 30 acres known as the Wilson land adjoining the lands sold to the said H.C.Slemp, the lands of R. W.Orr and others which tract of land was by deed acknowledged on the 23rd day of November 1893 conveyed or attempted to be conveyed to one C.M.Slemp and for more particular description of said land reference is here made to exhibit "E" filed with plaintiff's original bill. This tract of land is embraced in the deed of trust to Elbert S.Flanary to secure the debt due to J.M.Flanary which tract Commissioner Goins ascertained to be worth \$900.00; A tract of land purchased by the said W.N. G.Slemp from his sister Susan V.Collier and J.H.Collier and J.

H. Collier containing about 65 acres, adjoining the last named tract and the lands of E.W.Orr, S.S.Slemp and others, on which tract there was a purchase money lien of some \$800.00, this last tract deeded to Nannie and Minnie Slemp two of the children of the said W.N.G.Slemp, and for a more particular description of said tract of land reference is here had to the chancery cause of Susan V. Collier vs. W.N.G.Slemp et als. now pending in this honorable court; A tract of land purchased by the said W.N.G.Slemp from J.A.G.Hyatt and wife containing about 60 acres, known as the Hall tract, adjoining the lands of Alfred Slemp, C.M.Slemp and others, on which said tract there was a deed of trust executed by the said W.N.G.Slemp to E.W.Pennington, Trustee, to secure to W.N.G.Barron the payment of \$_____. It is proper for your orators to state that this last tract was at the July Term 1894 of the County Court of Lee County sold by said Trustee under said deed of trust and as your orators are informed only sold for enough to pay off and discharge said deed of trust, which as they are informed is a sum much below the real value of said land.

Your orators will now show your honor that Susan V. Collier obtained a decree at the last term of your honor's court annulling and vacating the deed heretofore made by her to Nannie and Minnie Slemp, children of the said W.N.G.Slemp, and directing a sale of said land to pay the retained lien of \$800.00 thereon. Said land has not yet been sold, but will be as your orators are informed at the August term of the County Court of this county.

Your orator will now further show your honor that since the filing, by commissioner A.M.Goins, of his report Patrick H. Barron has made and duly executed a deed conveying his interest in the tract of land, described by H.C.Slemp in his answer as the five acre tract, to W.N.G.Slemp, thus perfecting the title of the said Slemp to the said tract of land. Said deed is herewith filed as part hereof marked "P.H.B."

Thus it will be seen that the title to all the lands sold and conveyed by the said W.N.G.Slemp to the said H.C.Slemp

has been perfected except as to the liens of the judgements hereinbefore referred to and the deed of trust of the said J-M. Flanary.

Your orators are advised that the lien of J.M. Flanary's deed of trust is a prior to the purchase money lien of their note on that part of the lands conveyed by the said W.N.G. Slemp and wife to the said H.C. Slemp which is embraced in the deed of trust of the said J.M. Flanary containing 28 acres, but as the land embraced in said trust deed outside of the lands sold and conveyed to the said H.C. Slemp is amply sufficient to satisfy the balance due on said deed of trust, they are advised that little or no trouble will be thereby caused as it will be the duty of said trustee to first subject that land to the payment of said Flanary's debt. They are further advised that W.N.G. Slemp on the 2nd day of February 1893 executed a title bond to the said H.C. Slemp and delivered him the possession of said land which was prior to the rendition of the judgement in favor of Goodloe Bros. and Henry Graham, which judgements were not rendered until the March Term 1893 of the Circuit Court and were not docketed until the _____ day of March 1893, and upon this state of facts your orators are advised that their lien on the land sold to the said H.C. Slemp is prior to said judgements, so far as the said H.C. Slemp is concerned, and they are further advised that he cannot claim any exemption from paying said debt to them by reason of the lien of said judgement attaching before he recorded his deed from the said W.N.G. Slemp and wife, it being his fault by reason of his failure to record his title bond, that said liens attached but however this may be your orators are advised that the 30 acre tract of land described in the deed of W.N.G. Slemp to C. M. Slemp is amply sufficient to pay off the Flanary trust lien and the Goodloe and Graham judgements leaving the amount still due by the said H.C. Slemp to be applied to the discharge of ~~the~~ the note held by your orators which is a specific lien on the land sold to H.C. Slemp, and they are further advised that the

said judgements are liens as well on the other lands held by the said W.N.G.Slemp as on the land for which said note was executed and said lienors having a lien upon two subjects while your orators only have a lien upon the one will in equity be required to exhaust their means upon the subject upon which your orators have no lien before they can go upon the other subject which is subject to their lien.

Your orators will now show your honor that the deed of W. N.G.Slemp to C.M.Slemp a copy of which is filed with their original bill as exhibit "E" was made without consideration for the purpose of hindering, delaving and defrauding the creditors of the said W.N.G.Slemp in the collection of their debts, and that the same is void and should be set aside and held for naught. They will further show your honor that since the rendition of his judgement Henry Graham has departed this life, having first made his last will and testament, and that James-H. Graham has qualified as his executor.

Now the object of this amended bill as well as said original bill is to collect said sum of four hundred and sixty-nine dollars and forty cents due your orators, and for that purpose to ascertain the several liens existing upon the lands of W.N. G.Slemp to adjust their priorities and to set aside the deed of the said W.N.G.Slemp to C.M.Slemp &c. And being without adequate remedy at law, they pray your honor's court of chancery to take cognisance of their cause and grant them proper relief. To this end they make H.C.Slemp, W.N.G.Slemp, C.M. Slemp, J.M. Flanary, Elbert S. Flanary, Trustee, John Barron, John M. Goodloe, W.T. Goodloe and Edward Goodloe, merchants trading under the firm name and style of Goodloe Bros., J.H. Graham Executor of Henry Graham, deceased, J.F. Necessary, J.A. Jessee, R.W. Orr, H.J. Morgan and I.S. Anderson, bankers trading under the firm name of Powell's Valley Bank, L.D. Ward, S.L. Ward, C.E. Flanary, C.Slemp, William S. Hurst, M.D. Collier, and J.P. Barron parties defendant to this amended bill, and that they each be required ^{to answer} its several allegations on oath; that the said W.N. G. Slemp and C.M. Slemp be especially required to answer what

was the consideration for the deed made by the said W.N.G. ~~Slomp~~ Slomp to the said C.M. Slomp, and if it was not made for the ~~pu~~ purpose of hindering, delaying and defrauding the creditors of the said W.N.G. Slomp in the collection of their debts; that ~~B~~ the said W.N.G. Slomp expressly answer and state what lands he now owns, and what lands he owned in June 1893; that the said John Barron answer and state whether or not the judgement in his favor has not been fully paid; that the said E.W. Orr specifically answer how and for what his judgement was obtained and its exact status; that the several claiming to hold judgements against the said W.N.G. Slomp expressly state what payments have been made to them on the same, and that they give in said answer all credits to which said judgements are legally entitled; that the said J.P. Barron answer specifically all payments made by him on any of said judgements, the time ~~W~~ when made, and any property which he may own upon which said ~~u~~ judgements are liens. And upon a final hearing that judgement be given to your orators for their debt, and that such orders and decrees be pronounced and entered as will enable them to collect the same, and for full general relief.

May spa. issue directed &c.

Orucan Hyatt, J.G.

Pennington Gap Bank
vs ~~Amended Bill.~~
H. C. Sleep et al.

Duncan & Wyatt, p. 9.

1894 1st September Rules
amended bill filed
Summs Disputed & accepted
& Decree nisi.
" 2nd September Rules Decree
nisi Confirmed & Cause
Set for hearing by Plff.

Ans. for Jale & J. J. J.
at Linn. - 8 B. 80.

To the Honorable W. F. Miller Judge of the
Circuit Court for Lee County Virginia.

The petition of C. Slump, respectfully
represents, that at the first
May Rules 1894, one W. S. Hurst insti-
tuted his action at law against W. A.
G. Slump, M. D. Collier and your petitioner
C. Slump, to recover the amount of a
writing obligation for the sum of
\$896.⁹³/₁₀₀, which said writing obligation
bears date May 18th 1892, and is payable
on the 1st day of November 1892.
Said writing obligation the benefit of
the homestead exemptions were waived
by the parties thereto. The original
papers in said action at law, including
said writing obligation, are here
referred to as part of this petition.
Your petitioner further states
that at the June Term 1894, of said
Court, a judgement was rendered
in said action at law in favor
of the said Hurst against the
said W. A. G. Slump, M. D. Collier
and your petitioner, C. Slump for
the sum of \$792.⁰⁰, with legal interest
thereon from the 15th day of June 1894
till paid, ~~and the costs of said suit~~
Said judgement was duly docketed in
the judgement lien docket, in the
County Court Clerk's Office, on the 2nd
day of August 1894. A Certified Copy

1 of said judgment is herewith filed
2 as part of this petition, marked
3 "J" and prayed to be considered there
4 with.

5 Your petitioner C. Slump, here
6 alleges and charges that he was
7 surety on said writing obligation,
8 and that the said W. N. G. Slump
9 and M. D. Collier, were the
10 principal obligors; and that he
11 the said C. Slump as such surety
12 on the 24th day of January 1895,
13 paid to the said W. S. Hurst the
14 sum of \$822 $\frac{12}{100}$ being in full of said
15 principal and interest of said judge-
16 ment, to said date, and also paid
17 to the said Hurst the sum of \$21⁰⁰
18 the cost incurred in a chancery suit
19 connected with said action at law,
20 and for said payments the said
21 C. Slump, your petitioner, took
22 a receipt from the said Hurst,
23 which is herewith filed marked
24 "K," and prayed to be considered
25 as part of this petition.

26 Your petitioner here alleges and
27 charges that ~~the~~ ~~has not~~ ~~been~~
28 paid the sum of money thus paid
29 by him to said Hurst, nor any part
30 thereof, nor said cost, by the said
31 W. N. G. Slump and M. D. Collier,
32 and that they still owe him the same
and the same is due and unpaid.

Your petitioner further represents
that at the first ~~September~~^{September}
Rules 1894, William S. Hurst, John
A. G. Hyatt and A. G. Hyatt private
bankers doing business under the
firm name and style of, Penning
ton Gap Bank, filed their ^{original} bill in
Chancery, and is now pending
in the Circuit Court of said County,
against Henry C. Slump and
W. H. G. Slump, the object of
which suit is to enforce a
vendor's lien and subject
certain lands to the payment
of a certain purchase money
bond for land therein filed,
as will appear from the complainant's
original bill; that ~~at the November~~^{June}
Term 1894 of said Court, a decree
was rendered allowing the plaintiffs
to file an amended bill, and said
amended bill was filed at the first
September Rules 1894, the object of
which amended and original bills
is to collect said purchase money
bond, for \$469 ⁴⁰/₁₀₀, and to ascertain the
several existing liens upon the lands
of W. H. G. Slump, to adjust their priorities,
and to set aside a deed from W. H. G. Slump to C. M. Slump.
This, as will appear from said amended
bill. Said suit for said purposes
has been by decree referred to and
is pending before A. M. Goris, Special Com

1 ~~missioner~~

2 Your petitioner ~~apart~~ represents
3 that said original and amended
4 bills set out several judgments
5 constituting liens upon the real
6 estate of said W. A. G. Slump, and
7 and make several additional points ~~and~~
8 among them the judgment of the
9 said W. S. Hurst, herein stated; that
10 said bills describe and enumerate
11 the different tracts of land
12 owned by the said W. A. G. Slump, ex-
13 cept one tract which will be herein
14 after referred to; that it is alleged in
15 said amended bill that the deed from
16 W. A. G. Slump to C. M. Slump, mounted
17 Exhibit "E", was made without consider-
18 ation for the purpose of hinder-
19 ing, delaying, and defrauding the
20 creditors of W. A. G. Slump from the
21 collection of their debts, and that
22 the same is void, and should be
23 set aside and held for naught.

24 Your petitioner ^{will} further show your Hon-
25 orable Court, that the said W. A. G. Slump is
26 one of the heirs of John W. Slump deceased;
27 that after the death of John W. Slump died,
28 his heirs made a voluntary partition
29 of his real estate; that in said partition
30 the said W. A. G. Slump was assigned a
31 tract of land containing 32 acres and
32 97 poles, which was a part of the home
place, including the mansion house, and

1 a part of the Wilson land, and which
2 said tract of land is fully described
3 in a deed dated November 1st 1889
4 from the said W. H. G. Sleep and the
5 other heirs of the said John W. Sleep
6 deed, to R. C. Sleep and Frank S.
7 Sleep, ^{infant} ^{under the age of twenty one} ^{children} of the said W. H. G.
8 Sleep, said deed is recorded in the Clerk's
9 Office of the Lee County Court in deed
10 book 24 page 367. A copy of which is
11 herewith filed marked "D." and prayed to
12 be considered as part of this petition.
13 and this is the tract of land ^{is liable for} ~~mentioned~~
14 in said bills, and which tract should
15 be subjected to the payment of the debts
16 of the said W. H. G. Sleep.

17 Your petitioner here charges and alleges,
18 that the said deed from the said W. H.
19 G. Sleep and the other heirs of the said
John W. Sleep deed, to the said R. C.
Sleep and Frank S. Sleep, children of
the said W. H. G. Sleep, ~~and the deed~~
from W. H. G. Sleep to C. M. Sleep
were both made without any con-
sideration valuable in law, and both
of said deeds were made by W. H. G. Sleep
and at his request, with the intent
and for the purpose of hindering, de-
laying, and defrauding the existing
creditors of the said W. H. G. Sleep in
the collection of their debts, and
that both of said deeds were made

It is not proper
to make a bill
as the law
requires,
is improper
recorded,
and is void
as to the
creditors
of the said
W. H. G. Sleep

1 with the intent and for the purpose
2 of hindering, delaying and defraud
3 ing the subsequent creditors of
4 the said W. H. G. Slump in the
5 Collection of their debts, and
6 that said debts are void and should
7 be set aside and held for naught.
8 Your petitioner is advised, that having
9 paid said judgment, ^{as early} as aforesaid,
10 he will be substituted in a Court
11 of Equity, to all the rights, liens, securi
12 ties and priorities of the said W. S. Hunt
13 the judgment creditor of the said
14 W. H. G. Slump and M. D. Celler.

15 Your petitioner further represents
16 that he has filed in the Clerk's office
17 of the Lee County Court, a new
18 writ of mandamus, stating the title of this petition
19 the object thereof, the Court wherein
20 pending, a description of the property
21 and the name of the person whose
22 estate is to be affected thereby, and
23 the debt for which the land is to be
24 subjected.

25 The prayer therefore of your petitioner
26 is, that the plaintiffs, in the said suit of
27 Remington Gap Bank against H. C. Slump
28 et al, may be required to so amend
29 their bills that he can be substituted to
30 the rights, liens, securities, and
31 priorities of W. S. Hunt, the judgment
32 creditor of W. H. G. Slump, and M. D.

1 Callies for whom he has paid said
2 judgment of their surety, in the subject
3 ing of the said Slump lands to the
4 payment of the lien debts, and
5 that ^{he} have his priority by reason of
6 filing his memorandum as aforesaid
7 as required by statute; that the said
8 deeds of C. M. Slump, and R. S.
9 Slump, and Frank S. Slump be
10 set aside and held for naught,
11 and the land embraced in said
12 last deed be brought before the
13 Court, and subjected to the payment
14 of the debts of the said W. N. G. Slump
15 as well as his other lands; that
16 process issue against the said
17 R. S. Slump and Frank S. Slump
18 ^{W. N. G. Slump and C. M. Slump} to answer this petition and
19 suit; that a guardian ad litem
20 be appointed to defend said last-
21 named two parties who are infants
22 under the age of twenty-one years;
23 and that this petition be treated as
24 an original or cross bill as the
25 may be necessary to accomplish
26 the objects herein sought, And for
27 such further and general
28 relief as may be consistent with
29 equity, and the case requires, And
30 your petitioner will ever pray
31 etc.

32 B. H. Sowell atty
for Petitioner.

(Sign here) R. Slump

that out-
of the proceeds
of said
lands
he believed
the amount
he paid
for M. S.
Slump, with
interest.

To the Honorable W. Y. Miller Judge of the
Circuit Court for Lee County Virginia,
The petition of C. Slump and
C. E. Flanory, respectfully repre-
sents, that at the Second May Rules
1894, Henry J. Morgan and Isaac. S. Au-
dersen late partners and private bank-
ers doing business under the name and
title of Pamells Valley Bank,
instituted their action at law, against
W. M. G. Slump, and ~~W. M. G. Slump~~ and
C. E. Flanory, your petitioners, to
recover the amount of a promiss-
ory note, for \$874⁰⁰, which said note
bore date December 21st 1892 and is
payable ninety days after date.
In said note the parties thereto waived
the benefit of their homestead ex-
emptions. The original papers in
said action at law, including said
note, are here referred to as part of
this petition.
Your petitioners further represent
that at the June term 1894 of said
Court a judgement was rendered in
said action at law in favor of
the said Pamells Valley Bank against
the said W. M. G. Slump and your
petitioners for the sum of \$874⁰⁰
with legal interest thereon from the
31st day of August 1893 until paid
and the Costs. Said judgement was

1 duly docketed in the judgment lien
2 docket, in the Clerk's Office of the
3 Lee County Court, on the 7th day of
4 July 1894. A certified copy of said
5 judgment is herewith filed, marked
6 "J", and prayed to be considered as part
7 of this petition.

8 Your petitioners state that they were
9 the sureties on said promissory note,
10 and the said W. H. G. Slump the principal
11 and that your petitioners as such sureties
12 on the 27th day of September 1894, and
13 January 22nd 1895, paid to the said
14 Pamlico Valley Bank, the sum
15 of \$949 ⁸⁰/₁₀₀, in full of the principal, in
16 cost and cost of said judgment,
17 and took a receipt therefor, which is
18 herewith filed marked "R", and prayed
19 to be considered as part of this petition.

20 Your petitioners allege that the said
21 W. H. G. Slump has not paid them the
22 sum thus paid out for him, but
23 that the same is due, owing and
24 unpaid to them.

25 Your petitioners further repre-
26 sent that at the 1st February Rules 1894
27 William S. Hunt, John A. S. Hyatt and
28 A. S. Hyatt, private bankers doing
29 business under the name and style
30 of Pennington Gap Bank filed their
31 original bill in chancery, and
32 is now pending in the Circuit

Count of said County against Henry C. Slump and Wm. G. Slump, the object of which suit is to enforce a vendors lien and subject certain lands to the payment of certain purchase money bond for \$469⁴⁰. Therein named as will appear from the plaintiffs bill; that at the June term 1894 of said Court, under a decree therein rendered, the plaintiffs were allowed to file an amended bill, which was done at the September Term 1894, the object of said original and amended bills is to correct said purchase money bond, and to ascertain the several liens existing against the lands of the said Wm. G. Slump to adjust their priorities, and to set aside a deed from Wm. G. Slump to C. M. Slump, as will appear from said amended bill. Said suit for said purposes has been by decree referred to and is pending before A. M. Goins, Special Commissioner. Your petitioners further represent that said original and amended bills set out several liens, and judgments constituting liens upon the real estate of the said Wm. G. Slump, and make several additional parties to said suit, such among them the said judgment

1 of the said Paines Valley Bank,
2 herein stated; that said bills describe
3 and enumerate the several tracts
4 of land owned by the said W. H. G.
5 Sleep, except one tract which will
6 be hereinafter referred to; that it is
7 alleged in said amended bill that the
8 deed from W. H. G. Sleep to C. M. Sleep
9 marked Exhibit "E." was made without
10 consideration for the purpose of
11 hindering, delaying and defrauding
12 the creditors of the said W. H. G. Sleep
13 from the collection of their debts,
14 and that the same is void and
15 should be set aside.

16 Your petitioner will further represent
17 that the said W. H. G. Sleep is one
18 of the heirs of John W. Sleep deceased,
19 that after the death of the said John
20 W. Sleep died, his heirs made a volun-
21 tary partition of his real estate;
22 that in said partition the said
23 W. H. G. Sleep was assigned a
24 tract of land containing 32
25 acres and 97 poles, which was
26 a part of the home place, including
27 the mansion house, and a part
28 of the Wilson land, and which
29 said tract of land is fully describ-
30 ed in a deed dated November 1st
31 1889, from the said W. H. G. Sleep
32 and the other heirs of the said

John W. Slump dies, to R.C.
Slump and Frank S. Slump, two
infant children, under the age
of twenty one years, of the said
W.H.G. Slump, said deed is now
on file in the clerk's office of
the Lee County Court in deed book
24 page 367, and copy of said deed
is herewith filed marked "D,"
and prayed to be considered as
part of this petition, and this
is the tract of land omitted in
said bills, and which tract is
liable for, and should be sub-
jected to the payment of the debts
of the said W.H.G. Slump.

Your petitioners here allege and charge
that the said deed from the said W.H.
G. Slump and the other heirs of John W.
Slump died to the said R.C. Slump and
Frank S. Slump, the said infant children
is not acknowledged as the law requires,
is improperly recorded, and is void as to
the creditors of the said W.H.G. Slump.
They further allege and charge that
two lost deeds to the said R.C. & Frank
S. Slump, and the said deed to C.M.
Slump were both made without any
consideration valuable in law, and
that both of said deeds were made
by and at the request of the said
W.H.G. Slump, with the intent and for

1 the purpose of hindering, delaying and
2 defrauding the existing creditors
3 of the said W. H. G. Slump from the
4 collection of their debts, and that
5 both of said deeds were made with
6 the intent and for the purpose of hin-
7 dering, delaying, and defrauding
8 the subsequent creditors of the
9 said W. H. G. Slump from the collection
10 of their debts.

11 Your petitioners are advised, that having
12 paid said judgment as sureties
13 as aforesaid, they will be substi-
14 tuted, in a Court of Equity, to all
15 the rights, liens, securities and
16 priorities of the said Powell's Valley
17 Bank, the judgment creditor
18 of the said W. H. G. Slump.

19 Your petitioners further represent
20 that they have filed in the Clerk's
21 office of the Lee County Court, a
22 memorandum, stating the title of
23 this petition, the object thereof, the
24 Court wherein pending, a description
25 of the property, and the name of
26 the person whose estate is to be
27 affected thereby, and the debt for
28 which the land is to be subjected.
29 The prayer therefore of your petitioners
30 is that the plaintiffs in the said
31 suit of Pemunciegon Gas Bank against
32 H. C. Slump et al., may be required to

so amend their bills that they can
be substituted to the rights, claims,
securities and priorities of the said
Lawrence Valley Bank the judg-
ment creditor of W. H. S. Slump,
for whom they have paid said
judgement, as sureties as ^{of record} ~~as of record~~
and that they have ~~and have~~ ^{there}
joined by reason of filing their
memorandum as the statute requires,
that the said deeds of W. H. S. Slump
and R. C. Slump and Frank S. Slump
be set aside and held for naught
and the land embraced in said
deeds be brought before the Court
and subjected to the payment
of the debts of the said W. H. S.
Slump, as well as his other
~~that out of the proceeds of said lands they had received~~
~~the sum of \$940000 and the proceeds of said~~
the said R. C. Slump and Frank
S. Slump to answer this petition
and in said suit, that a guardian
ad litem be appointed to defend
the said R. C. & Frank S. Slump infants
under the age of twenty-one in this
suit; and that this petition may
be treated as an original or cross
bill in said suit, as may be necessary
to accomplish the objects herein
sought; And for such further
and general relief as may be
consistent with equity, and the

Case requires. And your petitioners
will ever pray etc.

C. Slump
N. E. Flannery

B. H. Sumrell atty. }
for Petitioners.

Virginia. }
Mick County }

This day C. Slump appeared
in person before me, a notary public
in and for the County and state of Virginia,
and made oath that the matters in the
foregoing petition stated of his own know-
ledge are true, and those stated upon
information of others he believes to be
true.

Given under my hand, this the 7th day of
February 1895.

R. P. Barron, N. P.

Sworn to before me, by C. E. Flannery, this the
8th day of February 1895,

A. B. Munsey Clerk

Perunyon Gap Road

no Petition

C. Slump et al.

Filed Feb 8th 1895

A. B. Munsey

Clerk

To the Honorable H. S. K. Morrison
Judge of the Circuit Court for Lee
County Virginia:—

The separate demurrer and
answer of Henry C. Slump to a
bill of Complaint exhibited against
him and another in the Circuit Court
for Lee County Virginia, by William
S. Hurst, John A. G. Hyatt and A. G.
Hyatt, private bankers doing business
under the name and style of Penning-
ton Gap Bank;

Respondent says that said bill of
Complaint is not sufficient in
law, and he demurs accordingly
thereto; but should further answer
be required, he answers as follows:
Respondent says it is true that he exe-
cuted the writing obligatory to the
said W. A. G. Slump, mentioned in said bill,
for the sum of \$469 $\frac{40}{100}$, and that it is
properly described, but knows nothing
of the bona fides of the ^{assignment of the} same, and
neither admits nor denies said as-
signment,

Respondent says it is true that the
said sum of \$469 $\frac{40}{100}$ with its interest
is the last payment on three
tracts of land sold by the said
W. A. G. Slump to him; that the terms
of sale are properly set forth in said
bill and the written contract there

1 with filed marked Exhibit "B."
2 Respondent says he supposes it is true
3 that said M. A. G. Slump had said
4 land surveyed within the next month
5 after the date of said contract, that
6 the deed from M. A. G. Slump & wife to
7 him bears date on the 2nd day of
8 March 1893, but denies that it was deliv-
9 ered to him on the said last mentioned date,
10 and alleges that it was not acknowledged
11 and delivered to him until the
12 19th day of May 1893, and that in said
13 deed a vendor's lien was retained
14 to secure the payment of the
15 unpaid purchase money which
16 is the \$469⁴⁰/₁₀₀, bond owed on, and
17 said Exhibit shows the terms of
18 said deed.

19 Respondent admits that said
20 bond is unpaid, but alleges
21 that he did not know that
22 it had been assigned to the
23 said complainant until about
24 the 1st day of August 1893, long after
25 the date of said assignment.

26 Your respondent further says that
27 he does not know what said Com-
28 plainant has been informed as a
29 reason said sum of ^{money} as stated in said
30 bill, but says it is true that on the
31 28th day of September 1888 the said
32 M. A. G. Slump and Minerva his wife

made and executed to Elbert Flanory
trustee, a deed of trust on the lands
described and conveyed to him by
the said W. A. G. Slump, as shown in
Exhibit "C", to secure a debt of \$1600⁰⁰
due James M. Flanory, and that
said trust deed is of record
in the Lee County Court's Clerk's office
and a copy is filed with said bill
marked Exhibit "D".

Respondent says that it is true that
said trust deed covered more
land than ~~the~~ is in the deeds
to him from said W. A. G. Slump, but
does not know how much money,
and calls for proof of such facts;
respondent says it is also true that
said deed of trust is still exist-
ing and unsatisfied, and ~~says~~
he denies that all the money
secured by it has been paid
or money so, but alleges that
^{due thereon is} ~~the same~~ more than the sum of
\$325⁰⁰, and alleges that he knows
nothing of the payment of \$140⁰⁰ since
March 1893, and calls for proof of
the same.

Respondent says he knows nothing
of the conveyance by W. A. G. Slump
wife to C. M. Slump of said thirty
acres of lands, more than he is
informed by exhibit "E", but alleges

1 that he is no party to this transaction
2 and cannot be bound or affected
3 by the recitals in said deed,
4 and alleges that said complainants
5 fail to show any acceptance by
6 said James M. Tilson, ^{of the assumption by C. M. Sleep} and a
7 discharge by him of said trust
8 deed.

9 Respondent says he does not know
10 whether said land conveyed to C. M. Sleep
11 is sufficient to pay said James M. Tilson
12 or not, and calls for proof of the same,
13 and respondent denies that said land
14 conveyed to said C. M. Sleep would
15 have to be first sold, and subjected to
16 the payment of said trust debt.

17 Respondent says that complainants
18 are presuming cause as to the object
19 of said suit instituted by him against
20 W. H. Sleep & wife ~~as to its object~~, no
21 bill ever having been filed, and
22 denies that he accepted said deed
23 in full satisfaction of said contract
24 and denies that he well knew that
25 the residue of the trust land outside
26 of what was conveyed to him was
27 sufficient to pay said trust debt.
28 Respondent denies that there are
29 no other liens on said tracts of
30 land conveyed to him.

31 Respondent will now show your
32 honor that five acres of the

land conveyed to him by the said
W. G. Slump & wife, were sold
to the said W. G. Slump by Eliza
J. Borron, W. G. Borron Jr, Sallie A.
Bailey, James P. Borron, Robert P.
and Patrick Borron, the widow and
heirs at law of W. G. Borron deceased,
that said Eliza J. Borron and
all of said heirs except Patrick
Borron, conveyed by deed on
the 18th day of March 1893, said
five acres to the said W. G. Slump,
that the title to the interest
in said five acres of land of the said
Patrick Borron is still outstand-
ing, that Patrick Borron was
at the date of said deed and
is now and infant under
the age of twenty one years,
and cannot make a legal
conveyance, A copy of said
deed is herewith filed recorded
"O".

Your respondent will now show your
honor that the said W. G. Slump
& wife when they made said deed
to him, broke their covenants or
knew they could not make
such as are in said deed to him,
that there were liens and encum-
brances on said land at that time,
and they knew of the outstanding

1 title of Patrick Borron & said
2 five acres of land.

3 Your respondent, will state that he
4 is ready and willing, ^{and able} to pay the
5 amount of said bond and on,
6 but asks that the same may
7 be applied in removing said
8 deed of trust and discharging the
9 same, ^{and any other due on said land} and that he will not be
10 required to pay all until the
11 said M. G. Slump shall obtain
12 a conveyance of the title from
13 Patrick Borron to his interest in the
14 said five acres of land, and your
15 respondent is advised that he will
16 be allowed to so apply said sum
17 of money as against said camp
18 lament assignee, there equities
19 existing while said bond was
20 held by the payee, and before
21 he had notice of said assign-
22 ment, and respondent is further
23 advised that a commissioner
24 should be appointed to ascertain
25 the amount still ^{due} on the deed of
26 trust to James M. Plamoy, and
27 what land and how much of it
28 of is subject to the payment of
29 said trust debt, and any other liens
30 on said land conveyed to him.
31 And now having answered
32 as fully as he is advised respond

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But prays to be hence dismissed
with his reasonable cost in
this behalf expended, And
he will ever pray etc,

Henry C. Slump

D. H. Sewell atty
for D. J. H. C. Slump

Virginia. }
County of Lee, } Town of

This day personally appear
ed before me John Riddle a
justice of the Peace in and for
the County and State aforesaid
Henry C. Slump, whose answer
is above written, and made oath
that the statements contained in
said answer, so far as made
of his own knowledge, are true;
and so far as made from knowl-
edge or information derived from
others he believes to be true.

Given under my hands this
12th day of March 1894,

John Riddle J. P.

Henry C. Skemp

Ans & Answer

Pennington Gap Bank

Filed in open court March
the 18th 1894
CAB Munsey clerk

Virginia, In the Circuit Court of Lee County.

The separate Answer of Wm N. H. Slump to an Amended and to an Original bill in Chancery filed in this honorable Court against this Respondent and others by the Remington Gap Bank.

For answer your respondent says that it is not true that he has good and sufficient title to thirty acres of land, described in the Complainants Amended bill as the Wilsons Land; that twenty six acres of said thirty acres was paid for by his deceased wife, Jennie, whose maiden name was Jennie Barrow, out of her own separate estate; that she made said payment with the distinct understanding that the land should be hers and your Respondent should convey to her the legal title which he agreed and bound himself to do; that before he done so his said wife died leaving the following Children to wit: R. L. Vannice B. Minnie Lee, Frank S. and Jennie Slump, who have the Equitable title to said land; ~~that~~; that at the time of the death of his said wife, none of the debts, judgments, matters and things, charged in either the Complainants Original or Amended bill had been contracted; that the said Children and heirs of the said Jennie Slump, deceased, are all under age and should be parties

2/

defendant to the Complainant's bill.

Your Respondent further charges that the judgment described as the R. M. Orr, judgment, has been fully paid.

Your Respondent denies emphatically that he conveyed land to C. M. Slump for the purpose of hindering and defrauding his Creditors; that said conveyance was for a full and fair consideration; that respondent paid about \$500⁰⁰ for said land and C. M. Slump paid him as follows for the same land: Two hundred and fifty dollars in cash, and assumed to pay the balance of a Deed of Trust executed by respondent to Albert S. Flannery Trust for the benefit of James M. Flannery, which balance was about \$340⁰⁰ on the day that respondent executed said deed to C. M. Slump. The Trust deed being on this + on other land.

Respondent further answering says that he does not now own any land; that he did not own any land in the month of June, 1893 that has not since then been sold to satisfy the purchase money, vendor's lien, and deeds of Trust thereon.

Your respondent having answered as fully as he is advised that it is necessary for him to answer, he prays to be hence dismissed with his costs.

Wm. M. Slump

By Orr, Ely & Orr, Atts.

1 Virginia: Lu County, to-wit,

2 J. A. B. Munsey, Clerk of the Circuit Court of
3 Lu County, Va, do Certify that W. H. G. Slump
4 appeared before me in my Office and
5 made oath that the foregoing answer is
6 true. This Oct 20th 1894.

7 J. A. B. Munsey, Clerk
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1 The within answer of W M G Slump
2 is excepted to. Because that part
3 of said answer beginning with the word
4 "that" in line 11. on page 1. down to
5 and including the last line of said page
6 is excepted because affording no defense
7 to said bills.
8 Said answer from lines 5 on page
9 2. to line 20 on same page is excepted
10 to because not sufficiently responsive to
11 the allegations of the bills.

12 Nov. 16th 1894.

Duncan & Syatt
for Plffs

Wm M. G. Slump

Answer
adls

Pearrington App Bader

Filed in open Court and
by leave thereof this the
10th day of November 1894
W J Murray clk

Wm G. & Wm G. Sols

Pennington Gap Bank

v

H. C. Slump et al

} In Chy.

To the Hon. W. T. Miller, Judge
of the Circuit Court of
Lee County, Va.:

The answer of R. C. Slump
and Frank S. Slump by
J. F. Bullitt, Jr, their guardian
ad litem to a Petition filed
in the above styled cause
against them and others by
C. Slump and C. E. Flannery.

Respondents reserving to
themselves all just exceptions
to the said Petition, for answer
to so much of said Petition
as they are advised it is
material for them to answer,
by their said Guardian ad litem,
answering say, that they are
infants of tender years & are
therefore incapable of under-
standing or caring for their
rights and interests, and com-
mend the same to the hands of
the Court for protection.

But notwithstanding their

infancy they expressly deny that the deed referred to in said Petition from the heirs of John W. Slump, deceased, conveying to respondents the 32 acres & 97 poles of land mentioned therein was made without valuable consideration in law, or that the same is improperly acknowledged & recorded, or that it is in any way liable for the debts of W. N. G. Slump. On the contrary they aver that said deed is valid, was made in good faith and for a legal & valuable consideration. Respondents aver that said W. N. G. Slump is their father & their duly qualified guardian; that as their guardian he had in his possession a large sum of money belonging to them & that said tract of land was conveyed to them in part security for

said money. Respondents aver that part of said money came into the hands of their said Guardian by & from a sale of certain real estate owned by them, in the Chancery Cause of Wm. J. Slump, Guardian, vs R. C. Slump et al - which suit ^{was} recently determined in this honorable Court, but the papers in which suit are now lost.

Respondents aver that said deed is valid as a trust deed or mortgage if not as a direct deed of conveyance & that in no way can any creditor of said Wm. J. Slump have any claim on the land therein described superior to their own claim -

As to the other allegations of said Petition respondents are not advised - & they neither admit nor

deny them, but call for proof.
And now having answered as fully as they are advised they need to answer, & praying that no decree be rendered herein to their prejudice, they pray to be hence dismissed with their costs.

J. F. Ballitt, Jr.
Guardian ad litem
for R.C. & Frank S. Slump

Jos. L. Keely,
attorney.

Pennington Sup Court

vs.

H.C. Slump et al

Answer of J. F. Ballitt, Jr. Guardian ad litem for R.C. & Frank S. Slump to Petition of C. Slump & C. E. Slump.

Filed in open Court
and by leave thereof
June 11th 1895

A. B. Manning Clerk

Perrington Gap Bank }
vs. } In Chy-
H. C. Slemp et al }

To the Hon. W. T. Miller
Judge of the Circuit Court
of Lee County, Va. :-

The answer of R. B. Slemp
and Frank J. Slemp, who are
infants under the age of
twenty one years, by J. F.
Bullitt, Jr., their guardian
ad litem - to a Petition filed
against them and others in
the above styled cause by
C. Slemp -

Respondents say that
they have filed in the
above styled cause this
day by their said guard-
ian ad litem an ans-
wer to the Petition of
C. Slemp & C. E. Flandry
in this cause, which
answer sets up their
defence in this Petition
as well as in that -

They therefore pray that
said answer be read
and treated as a part

of this answer in as full
& complete a manner as
if the same were copied
herein at large.

And now, praying that
no decree may be rendered
herein to the prejudice of
their interests respondents
pray to be hence dis-
missed with their costs.

J. F. Bullitt Jr,
Pl. ad litem for
R. C. & F. S. Slump.

Geo. L. Keel
atly for Resp't.

Pennington Gap Bank

v.

H.C. Slump et al

Answer of J. F.
Bullitt Jr. G.A.H. for
R.C. & F.S. Slump
to Petition of C. Slump
Filed in open Court
and by leave thereof
June the 11th 1895-
A.B. Munsey Ak

The within answer is accepted for
reasons stated on answer of
W.H.G. Slump to petition of C.E.
Flanory & C. Slump, so far as.
This answer adopts the
said answer setting up defense
excepted to on said Slump's answer.
This June 11th 1895

D.H. Sewell
Atty for petitioners.

Pennington Gap Bank
vs
H. C. Slump et al } In ch'y.

To the Hon. W. J. Miller, Judge
of the Circuit Court of Lee
County, Va.:

The separate answer and
demurrer of W. H. G. Slump to
a Petition filed in the above
styled cause against himself
and others by C. Slump.

For demurrer thereto respond-
ent says said Petition is not
sufficient in law.

Not waiving said demurrer,
if answer to said Petition should
be deemed necessary, respond-
ent answering says, it is true
one W. S. Hurst obtained the
judgment set up in said Petition
& that said judgment was paid
by said Petitioner, who was, as
alleged, the surety of Respondent
& M. D. Collier; but it is not true
that no part of said payment
has been refunded to said Pe-

tioner or that all thereof is still
due & owing to him. On the
contrary respondent avers
that said Petitioner agreed
with M. D. Collier to assume
^{or did assume} \$350⁰⁰ of said W. S. Hurst
debt & that same should
be credited to that extent.

Respondent supposes it
is true that said suit of
Pennington Gap Bank vs W. C.
Slump et al has been in-
stituted for the purposes &
with the various proceedings
referred to in said Petition.

Respondent admits that he
is one of the heirs of the late
John W. Slump; that he & the
other heirs of said Jno. W.,
did make a partition of
the lands of said decedent
& that a tract of about
32 acres & 97 poles was as-
signed to Respondent, &
conveyed by himself & his
Co. heirs to his children R. C.
& Frank S. Slump.

But it is not true that said tract of land is liable for or should be subjected to the payment of respondents debts. And it is also untrue that said deed to R.C. v Frank S. Sleep is improperly acknowledged and improperly recorded, or that either it or the deed referred to in said Petition from W.N.Y. Sleep to C.M. Sleep was made at said W.N.Y. Sleep's own request with intent to hinder delay or defraud respondents creditors either existing or subsequent.

On the contrary respondent avers that said deeds were made in good faith, for valuable consideration.

Respondent supposes it is true that Petitioner has filed in the clerk's office the memorandum referred to in said Petition, but denies that it has the effect claimed for it by Petitioner.

And now having fully answered, respondent

prays to be hence dismissed with
his costs.

W. H. G. Slemp
By Counsel —

Bullitt & Keely
attorneys.

Flemington Gap Baulc

vs

A. C. Slemp et al

Answer of Wm. G.
Slemp to Petition
of C. Slemp.

Filed in open court
and by leave thereof
June the 11th 1895 —
A B Murray Clk

Pennington Gap Bank,

no ^{more} answer of C. M. Slump,
H. C. Slump et al.

The separate answer of C. M. Slump to an
~~amended bill~~ in Chancery filed in your Honor's
Court, and to the petitions filed in said cause by
C. Slump and C. E. Flanary, against this respondent
and others by the Pennington Gap Bank —
For answer, to as much of said bill and petitions
as your respondent is advised that it is necessary
for him to answer, Answering says that it is
not true that the land in said proceedings mentioned
as deeded to him, by Wm. Y. Slump, was deeded
without a valuable consideration, but on the contrary
was for a full and valuable consideration, to wit:
the sum of \$250 cash in hand, and an assumption
to pay to J. M. Flanary a deed of trust of some
\$300. And your respondent here denies that said
conveyance was made to hinder, delay and defraud
the creditors of Wm. Y. Slump, and he especially
denies that there was any fraud on his part,
but that ^{he} acted in good faith and made a bona fide
trade for the said land, and he denies that said
deed was made to defraud subsequent creditors
or that it should be ^{set aside and} sold for Wm. Y. Slump's
debts, and now having answered so full as it is
necessary for him to answer he prays hence to
be dismissed with his costs in this behalf
expended and he will ever remain &
C. M. Slump
M. Y. Ely attorney,

Pennington Gap Ranch.
vs. { Answer of C. M. Shuck,
H. C. Shuck et als.
Filed in open court
and by leave thereof
June the 12th 1895 -
A B Munnay Clerk

This answer is referred to the answer next
over to.

Answered all her complaints
out in Dry & pleasant hills,

Pennington Gap Bank } In Chancery in the
 } Circuit Court of
H. C. Sleep et al } Lee County, Va.

To the Hon. W. T. Miller, Judge
of said Court:

The separate answer and demurrer
of W. N. G. Sleep to a Petition filed
in the above styled cause against
himself and others by C. Sleep
and C. E. Flauay.

For demurrer thereto, respondent
says said Petition is not sufficient
in law.

Not waiving said demurrer, if
an answer should be deemed neces-
sary Respondent answers as fol-
lows: It is true that at the 2nd May
Rules 1894, said Petitioners allege, Henry
J. Morgan and Isaac S. Anderson
partners under the name of Powells Val-
ley Bank instituted an action against
said Petitioners & W. N. G. Sleep, This respond-
ent; and that in said action at the
June Term 1894 a judgment was ren-
dered against them for the sum of
\$874⁰⁰ with legal interest thereon
from the 31st day of August 1893

(2)
till paid & the costs. It is also true that
said judgment was docketed as al-
leged in said petition; that said Pe-
titioners were sureties of respondent
as they allege; and that said Petitioners
paid said judgment to said Powells
Valley Bank. But it is not true that
Respondent has not repaid the
Petitioners. On the contrary he has
settled with them in full on account
of said judgment as will hereinafter
be fully set forth.

It is also admitted that the above
styled suit of Pennington's Gap Bank
vs. W.C. Slump and others has been
instituted & is now pending in this
Court & that the proceedings have been
had therein substantially as alleged
in said Petition. It is also true that
Respondent is one of the heirs of John
W. Slump, deceased; that his heirs made
partition as alleged in said Petition,
& that a tract of land ~~conveyed~~ con-
taining 32 acres & 97 poles, or about that,
including the manor house & a part
of the Wilson land was assigned to
Respondent. It is not true however
that said tract of land now be-
longs to Respondent or that the

same is in any wise liable for his debts. Respondent expressly denies that said deed from the heirs of Jno. W. Slump to R. C. & Frank S. Slump, is not properly recorded and acknowledged; that it or the said deed from ~~W. H. G.~~ H. G. Slump to C. M. Slump are void, or made without consideration valuable in law, or at the request of Respondent or with the intent to hinder delay & defraud respondents ^{creditors}. ^{on the contrary} said deeds were both made ^{in good faith & for value.} Respondent supposes that the memorandum referred to in said Petition has been filed in the Clerk's office as alleged, but denies that it has any such effect as is claimed for it in this case.

Returning now to the claim of Petitioners that respondent still owes them the sum of \$949⁸⁰ for the judgment paid by them to the Powells Valley Bank as sureties of respondent; this allegation is untrue. Briefly stated the transactions by which said Petitioners have been fully repaid with on account of

said judgment

Are these: Respondent owned a tract of from 60 to 65 acres of land, referred to in the amended Bill in this cause as the Hall tract, on which respondent had executed a trust deed to E. W. Pennington, Trustee. The Petitioners, C. Slump and C. E. Flannery became the purchasers of this tract at the sale made of it under said trust deed. There would have been other bidders, besides Petitioners, but they agreed with respondent that if he would not secure that if he would not secure bidders against them at said sale & allow them to purchase said tract at a small price, they would release him from one half of the said Powell Valley Bank debt. This agreement was made in good faith & was acted upon and carried out fully by respondent. As a result the said C. Slump & C. E. Flannery

were allowed to purchase said tract of land at about the price of \$944⁰⁰ when it was well worth, respondent could have procured it to sell for, as much as \$2000⁰⁰ or certainly \$1500⁰⁰. This explains the allegation on page 5 of the ~~original~~ amended bill of Plaintiffs in this cause, that said tract sold for much less than it was really worth. Said Petitioners, in the manner aforesaid, obtained from your respondent his valuable equity of redemption in said tract. So much for one half of said Powell Valley Bank judgment.

Respondent will now show your honor that he was formerly the owner, ^{or had control} of a certain other tract of about 65 acres of land in this County on which there ^{was} ~~was~~ a vendors lien. A suit was brought to enforce said lien & the said Petitioners became purchasers

thereof at a sale ordered in said vendors lien suit, at the price of about \$904⁰⁰, which was much less than its value. Respondent was about to put in an upset bid & have said sale set aside; but it was finally agreed between respondent and said Petitioners that if he would allow said sale to be confirmed to them they would assume the other half of said Powell Valley Bank debt - (judgment). Said tract of land was worth \$1500⁰⁰. So that respondent has fully paid and settled with said Petitioners on account of said judgment.

And now having answered as fully as ^{he is} they ~~are~~ advised he needs to answer, respondents prays to be hence dismissed with his costs.

W.M.S. Sleep,

By Counsel.

Bullitt & Keel } attys.

The within answer is excepted to.
~~1st Because~~ in the following particulars
1st All of that part of the answer
beginning with the word "Returning
now. on page 3. to the concluding
part, which attempts the transaction
therein mentioned as a ^{legal} defence.

~~See~~
Such transactions are violations
of law, and in contempt of
Court. Besides the defendant ~~is~~
G. Sleep is a party, and cannot
be heard to set such a defence
up in a Court of Equity.

This June 10th 1846.

B. H. Lundy, atty for
Petitioners.

Pennington Gap Bank

vs.

H. C. Slump et al

Answer of W. H.
G. Slump to Pe-
tition of C. Slump
& C. E. Flannery.

Filed in open Court,
and by leave thereof
June the 11th 1898.
A B Munsey Clerk

To the Honorable W. Y. Miller Judge
of the Circuit Court for Lee County
Virginia:

The separate demurrer and
answer of Henry C. Slump to an
amended bill of Complaint exhibited
against him and others, in the Cir-
cuit Court for Lee County Virgin-
ia, by William S. Hurst, John A.
G. Hyatt and A. G. Hyatt private bank-
ers, doing business under the name
and style of Remington Gap Bank,
and filed in the Chancery Cause
of said last named parties under
their said firm name, against
him and another in said Court.
Respondent says that said
amended bill is not sufficient
in law, and he demurs accord-
ingly thereto, but should further
demur be required, he answers
as follows:

Respondent says it is true as stated
in said amended bill that he
filed his answer to said original
bill, on the 13th day of March 1894,
and to such parts of said original
bill as are set out in this amended
bill, he adapts his said answer
to said original bill, and relies up-
on the same in this his answer
to this amended bill, and also

1 adopts and relies upon the defenses
2 set up in said answer to said orig-
3 inal, in so far as they are applicable
4 in this his answer to said amended
5 bill.

6 Respondent of further answering
7 said amended bill says; that
8 he supposes that the ~~bill~~ original
9 bill was filed at the time stated in said
10 amended bill, that the object thereof is
11 correctly stated, and that said note
12 is properly described, but respondent
13 says he knows nothing of the bona fides of
14 the assignment of said note to the plaintiffs
15 and neither admits nor denies the same.

16 Respondent admits that he was notified
17 of the assignment of said note, but alleges
18 that such notice was about the 1st day
19 of August 1843, long after the date of said
20 assignment. He admits the retention of
21 the vendors lien in the said deed which
22 to secure the payment of said note and
23 on. He ~~admits~~ that he gave as a reason
24 for not paying said note that there were
25 some other liens on the land said and
26 conveyed to him, but denies this was the
27 only reason given by him for not
28 paying the said note.

29 Respondent says it is true as stated in said
30 amended bill, that the deed of trust of
31 James M. Flannoy, and various other
32 liens are still existing against the

land sold and conveyed to him by W. H. G.
Slump and are still unsatisfied and which
are prior to the ~~land~~ vendor's lien ~~are~~
in sought to be enforced by said plaintiffs.
Respondent says that he supposes it
is true that a decree was pronounced on
the 15th of March 1893, appointing A. M.
Gomis Commissioner to ascertain the liens,
if any, existing upon the lands in the
bill and proceedings mentioned, and
whom due and their priorities, and
the defects, if any, in the title to said
land, and the other matters therein
set forth; that said Commissioner on
the 21st day of May 1894 filed his report
of his actions under said decree, and filed
a list of liens ascertained by him ex-
isting against said land; that said
liens are set out in said bill
and the list filed by said Commis-
sioner, and their priorities shown, and
that respondent alleges that said list
will show that several of said liens
are prior to said vendor's lien.
Respondent says he has no actual or
definite knowledge of the judgments
set out in this amended bill and neither
admits nor denies them, but calls for
strict proof of the status of the same.
Respondent neither admits nor denies
the ownership of the said W. H. G. Slump
to the several tracts of land set out

1 in this amended bill, and calls for proof
2 of same, and especially wherein his
3 rights and interests are affected thereby.
4 Respondent says he does not ~~know~~
5 admit or deny that there is sufficient
6 land in the Deed of Trust outside
7 of the land ~~to~~ conveyed to him to pay said
8 trust debt and calls for proof of the same,
9 and is advised that it is not the duty of
10 said trustee to first subject said excess
11 to pay said trust debt.

12 Respondent ^{is advised} ~~denies~~ that the delivery of
13 the land to him ~~of the land~~ by W. H. G. Slunk
14 and his possession before his deed was
15 recorded is ~~a~~ ^{not a} protection to him from
16 the judgments of Goodloe Bros. and
17 Henry Graham, and denies that he is
18 in default in recording his deed, that
19 and alleges the default in his grantor
20 not making and delivering him said
21 deed sooner, and he is advised that
22 the principle of having a lien ~~upon~~
23 ~~two~~ subjects as alleged in this bill
24 ~~does not~~ ^{does not} apply in this case. —

25 Respondent says he knows nothing
26 about the way ~~and~~ conveyance
27 was made to M. Slunk by W. H. G. Slunk
28 but thinks the position taken by the
29 plaintiffs in their two bills on
30 this transaction is a little peculiar.
31 Respondent says that he knows nothing
32 of the payment of the John Brown

judgment, or the payment made on the Henry Graham judgment, and calls for proof of the same.

Respondent says it is true that a deed from P. H. Borrow to W. N. G. Slump for his interest in the $4\frac{29}{100}$ acre tract, is filed with the plaintiffs' bill, but does not know whether the title to said tract is perfected or not, as no delivery or acceptance of said deed by W. N. G. Slump is alleged or shown.

Respondent says that the plaintiffs knew of these prior encumbrances on the land conveyed to him by the said W. N. G. Slump, and of the outstanding title of P. H. Borrow before the institution of this suit, and had full knowledge of their existence at the time of the institution of this suit; that their assignor and themselves knew that the covenants of the deed under which they sell to suppose their vendors lien were then and before broken.

Respondent will state that he is ready, willing and able, and has been ever since the note sued on became due to pay the same, but asks that the same may be applied in removing said prior encumbrances from his land, and that he is advised that he will be allowed to apply said sum of purchase money

1 remaining in his hands due on said
2 land, as against said plaintiff assign-
3 ee, there equities existing while said
4 bond or note was held by the payee and
5 before he had notice of said assignment,
6 and respondent ~~says~~ ^{in answer} no
7 ~~Objections or~~ ^{Objections or} ~~exceptions~~ ^{exceptions} ~~to~~ ^{to}
8 ~~the~~ ^{the} ~~liens~~ ^{liens}, ascertained, existing
9 upon the lands of W. H. G. ^{Slump} and the
10 ~~the~~ ^{the} ~~status~~ ^{status} of his land ~~shown~~, as
11 conveyed to him by W. H. G. Slump shown.
12 And now having answered as fully
13 as he is advised, respondent ~~says~~
14 ~~the~~ ^{the} ~~hence~~ ^{hence} ~~dismissed~~ ^{dismissed} with his
15 reasonable cost in this behalf
16 expended, And he will every
17 pray etc.

18 (Sign here) Henry C. Slump

22 Virginia Lee County, Court:

23 This day personally appeared
24 before me John Riddle, a Justice
25 of the Peace in and for the County and
26 State aforesaid, Henry C. Slump, whose
27 answer is above written, and made
28 oath that the statements contained in
29 said answer so far as made from
30 of his own knowledge are true;
31 and so far as made from knowledge
32

information derived from others
he believes to be true.

Given under my hand, this
the 15th day of November 1894.
John Riddle J. P.

Henry C. Slemp
Answer to
Adm'd bill

Perrinington Gap Bank

Filed in open Court
this the 16th day of
Nov 1894
A. B. Munsey
Clerk

Pennington Gap Bank vs. H.C.Slemp et als.----In Chancery.

This cause came on this day to be finally heard upon the papers formerly read in the cause and the report of L.T.Hyatt, special commissioner, this day filed and the deed therewith, and was argued. On consideration whereof, and it appearing to the court that there are no exceptions to said report or deed, it is adjudged ordered and decreed that said report and deed each be confirmed and approved; that the said H.C.Slemp pay to the said L.T.Hyatt the sum of five dollars for making said deed, for which execution may issue; and, there being nothing further to be done in this cause, that the same be stricken from the docket.

Pennington Gap Band

VS } In Clay

H. b. S. lew p et al.

Decree Final.

Entered on Chy O. B.
No. 6 Page 372

Enter this decree
March 14th 1900.
H. a. W. Shum

Pennington Gap Bank
vs. 3 In Chy. - Decree.
H.C. Sleep et als.

This cause came on this day to be heard on the papers formerly read in the cause, and the report of L.D. Hyatt, Special Commissioner, this day filed, which report shows full payment by H.C. Sleep of the bonds executed by him for the land purchased by him under proceedings of this cause, and was argued by counsel. On consideration whereof, and there being no exceptions thereto, it is ordered that said report be and the same is hereby confirmed.

And it is further ordered that L.D. Hyatt, who is hereby appointed a special commissioner for the purpose, do make, execute and deliver to the said H.C. Sleep a deed conveying to him, with covenants of special warranty, the land purchased by him

under the proceedings of this cause,
and report his action hereunder
to some future ^{day of this} ~~term~~ of this court,
to which time the cause is con-
tinued.

Rec. Cap 13k
vs 3 Lu Chy.
H.C. Slump et al.

Entered on Chy
D. 13. No 6 P 361

Deeree

Enter this deeree
Mch. 13th/90
W a w s m

Pennington Gap Bank Plaintiff And the petitions heard
vs. (In Chancery. with said cause.
H.C.Slemp et als. Defendants.

This cause came on this day to be again heard upon the papers formerly read herein and the report of L.T.Hyatt, Special Commissioner, this day filed, showing the execution by him of a deed conveying the land sold to W.S.Hurst in this cause to Samuel H.Davis as directed by a decree entered in this cause on the 6th day of March, 1899, in which deed the said W.S.Hurst and Eliza J., his wife, joined, and was argued by counsel.

On consideration whereof, there being no exceptions to said report or deed, it is adjudged, ordered and decreed that they each be and they are hereby confirmed and approved; that the said L.T.Hyatt, Special Commissioner, receive for making said deed and stamping it the sum of seven dollars and fifty cents; that the said L.T.Hyatt, Special Commissioner, proceed to collect from H.C.Slemp and his sureties, L.M.Wade, John Gilly and C.Slemp, the bond for one hundred and eighty-seven dollars and forty-two cents (\$187.42) when the same becomes due by suit at law or otherwise and pay the same, when collected, to the Pennington Gap Bank, except such sums as may be sufficient to pay the taxes assessed against him on account of said fund; and that this cause be continued.

Pennington Gap Bank

vs $\frac{3}{4}$ In Chancery

H. C. Sloop et als.

Decree confirming
deed to Davis &c.

Entered in C.O.R. 6 p. 246.

Enter this decree

W. J. W.

Mar 8th 1899.

Pennington Gap Bank,

Plaintiff.

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

and

C.F.Flanary and C.Slemp vs. W.N.C.Slemp et als. On a petition.

and

C.Slemp vs. W.N.C.Slemp et als. On a petition.

These causes came on again this the 6 day of March, 1899, to be heard upon the papers formerly read herein, the report of L. T. Hyatt, special commissioner, showing (1) the disbursement of the costs in his hands as required by the decree entered herein on the 2nd day of June, 1896, (2) the payment to B.H.Sewell, attorney for H.C.Slemp to whom James M.Flanary had assigned his deed of trust lien, of the \$367/73 as required by the decree aforesaid, (3) the collection and disbursement of the bonds executed to him by the purchasers of the C.M.Slemp tract of land and the F.S. & R.C.Slemp tract of land, ^{in pursuance to the decree aforesaid} ~~the report of A.M. Lewis~~ (4) the collection and disbursement of the two first bonds executed to him by the purchaser of the H.C.Slemp tract of land, and (5) the transfer of the purchases made by W.S.Hurst to Samuel H.Davis to whom the said Hurst requests a deed to be made by the court, and was argued by counsel. on consideration whereof, the said report having been filed ten days and there being no exceptions thereto, it is adjudged ordered and decreed that the said report be and the same is hereby confirmed; and that L.T.Hyatt, who is hereby appointed a special commissioner for the purpose, do make, execute and acknowledge a deed conveying the said "C.M.Slemp tract of land" and the said R.C. & F.S.Slemp tract of land" to the said Samuel H.Davis, the original purchaser, W.S.Hurst, having so requested; ^{that said W.S.Hurst + wife join in said} and report his action hereunder to some future day of this term of the court, until the coming in of which report this cause is continued.

Report corrected by the decree entered herein on the 1st day of March 1896.

Permington Gap Bank
vs $\frac{3}{2}$ In Chy -
H. C. Sloup et al.

Decree confirming
report of L. P. Hyatt,
Comm. showing collections
and disbursements. &
Appointing Comm to
make deed.

Eu. C.O.B No 6 p 237.

Enter this decree
Mar 6 1899.
W H

Pennington Gap Plff, } De Chancy
vs
H.C. Sleep et al Dft,

Upon the calling of this
Cause, on motion of C.
Sleep and C.E. Flanory,
Cross-petitioners and Cross
Complainants in said Cause
it is ordered that the Clerk
of this Court relax the
Costs of the Cause, and
allow said Sleep and
Flanory an attorneys fee
of \$15.00 to be paid out
of the purchase money
for which the lands were
sold in said Cause
and this Cause is con-
cluded.

Pennington & Co Bank

~~as Dr d~~

H. C. Slueth

Entered in Chy O. B.
No. 4 p 471.

Excerpt this
W. H. M.
Nov. 7th 1896

Pennington's Gap Bank,

Plaintiff,

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

and

C.E.Flanary & C.Slemp vs.W.N.G.Slemp et als.....On petition

and

C.Slemp vs. W.N.G.Slemp et als.....On petition.

These causes came on this day to be again heard upon the papers formerly read therein and the report of L.T.Hyatt, special commissioner, filed on the 20th day of May 1896, and was argued by counsel. On consideration whereof, and it appearing from said report that special commissioner, Hyatt, on the 18th day of May, 1896, at the front door of the Courthouse of Lee County, sold the three tracts of land directed to be sold by the decree entered in said causes at the last term of this court, and it further appearing to the court that there are no exceptions to said report or the sales therein reported, it is adjudged ordered and decreed that said report and sales be and they are each hereby confirmed; that said commissioner Hyatt shall pay out the money in his hands, received by him as costs, to those entitled thereto; that he pay to James M.Flanary the sum of \$367.76, the amount of his deed of trust which was paid down in cash to said commissioner; that he take receipts for the disbursements made by him; that he proceed to collect the deferred payments for which bonds were executed as they severally fall due; and that he report his action hereunder to some future term of this court. It is further adjudged, ordered and decreed that W.S. Hurst, the purchaser of the R.C. & F.S.Slemp and C.M.Slemp tracts of land, may have a writ of possession therefor upon application to the clerk of this court, and that this cause be continued.

claim of this court, and that this case be continued.

Pennington's Gap Bk

vs. $\frac{3}{2}$ Deerie

H.C. Slomp et als

Confessing sales

vs. —

O.B. Page 395

Enter this decree

June 2nd 1896

H.C. Slomp

C. Slomp vs. W.M.G. Slomp et als.....On petition.

and

C.E. Minnery & C. Slomp vs. W.M.G. Slomp et als.....On petition

and

H.C. Slomp et als.

vs.

Pennington's Gap Bank.

Plaintiff.

Defendants.

In Chancery.

Pennington Gap Bank

Plaintiff

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

This cause came on again to be heard upon the papers formerly read herein, the report of A.M.Goins, special commissioner, filed in said cause on the 9th day of November 1895, and exhibits and depositions filed therewith, and exceptions number one *made by J.F. Necessary and J.A. Jester* two and three to said report, and was argued by counsel. On consideration by the court it is adjudged, ordered and decreed that exceptions number one and two be and the same are hereby sustained, and that exception number three is overruled except as to the interest of J.A.G.Hyatt, one of the grantors in the deed to R.C. and F.S.Slemp, and as to his interest, said exception is sustained. *and said report of Com Goins is confirmed in all other respects.* And it further adjudged ordered and decreed that L.M.Wade, Executor of C.Wade, deceased, recover of W.N.G.Slemp ~~and John~~ the sum of ~~one hundred and seven dollars~~ *seventy-eight dollars* and ~~fifty-eight cents~~ *eighty* cents, with interest on ~~ninety one dollars and~~ *seventy four dollars* and ~~fifty seven cents~~ *thirty four* cents, part thereof, from the ~~30th day of October 1893~~ *1st day of November 1895* ~~until paid~~ *having been paid* subject to a credit of, twenty-five dollars and fifty cents as of November 1st 1894, ~~the said credit being the amount of a receipt~~ *as shown by* of L.M.Wade, deputy sheriff, produced in court since said commissioner made his report; that J.M.Flanary recover of the said W.N.G.Slemp the sum of three hundred and fifty-seven dollars and sixty-five cents, with interest on three hundred and eight dollars and fifteen cents, part thereof, from the 1st day of November 1895, until paid; that John Barron recover of J.P. Barron and W.N.G.Slemp the sum of four dollars and forty-two cents, with interest on three dollars and eighty-five cents, part thereof, from the 1st day of November 1895, until paid; that Goodloe Bros. recover of J.P. Barron and W.N.G.Slemp the sum of four hundred and thirty two dollars and twenty-three cents, ~~part thereof~~ with interest on three hundred and fifty-one dollars and twenty-five cents, part thereof, from the 1st day of November 1895, until paid; that H James H.Graham, administrator of Henry Graham, deceased, recover of the said W.N.G.Slemp the sum of

eighty-four dollars and ninety-six cents, with interest on sixty-nine dollars and thirty-two cents, part thereof, from the 1st day of November 1895, until paid; that J.F.Necessary recover of J.P.Barron and W.N.G.Slemp the sum of two hundred and seventy-seven dollars and thirty-three cents, with interest on two hundred and nineteen dollars and sixty-three cents, part thereof, from the 1st day of November 1895, until paid; that J.A.Jessee, ~~for the benefit of the~~ recover of W.N.G.Slemp and J.P.Barron the sum of two hundred and seventy-seven dollars and ninety-nine cents, with interest on two hundred and twenty-eight dollars ~~and~~, part thereof from the 1st day of November 1895, until paid; that L.D.Ward recover of W.N.G.Slemp the ~~sum~~ sum of seventy-eight dollars and fifty-two cents, with interest on sixty-five dollars and forty-six cents, part thereof, from the 1st day of November 1895, until paid; that Morgan & Anderson recover of W.N.G.Slemp the sum of thirty-five dollars and five cents, with interest on thirty dollars and thirty-one ~~cents~~ cents, part thereof from the 1st day of November 1895, until paid; that C.Slemp, who is subrogated to the rights of W.S. Hurst, recover of the said W.N.G.Slemp the sum of five hundred and ninety-three dollars, with interest thereon from the 1st ~~day~~ day of November 1895, until paid; that C.Slemp and C.E.Flannery, who are subrogated to the rights of the Powell's Valley ~~Bank~~ Bank, recover of the said W.N.G.Slemp the sum of nine hundred and ninety-seven dollars and eighteen cents, with interest on eight hundred and seventy-four dollars, part thereof, from the 1st day of November 1895, until paid; that C.Slemp, who is subrogated to the rights of Sallie Smith, recover of the said W.N.G.Slemp the sum of two hundred and twenty-six dollars and six cents, with interest on one hundred and seventy-four dollars and ninety-six cents, part thereof, from the 1st day of November 1895, until paid; that Mary C.Ward recover of W.N.G.Slemp the sum of one hundred and eighty-eight dollars and sixty-three cents, with interest on one hundred and seventy-six dollars and seventy-nine cents, part thereof, from the 1st day of November 1895, until paid; that M.N.Reese recover of W.N.G.Slemp the ~~sum~~

sum of two hundred and nineteen dollars and twenty-five cents, with interest on one hundred and seventy-three dollars and thirteen cents, part thereof, from the 1st day of November 1895, until paid; that W.J.H.Ward's estate recover of W.N.G.Slemp the sum of two hundred and thirty dollars and one cent, with interest on two hundred and fifteen dollars and four cents, part thereof, from the 1st day of November 1895, until paid; that J.G.Reaser, administrator of the estate of Peter Reaser, deceased, recover of the said W.N.G.Slemp the sum of one hundred and sixty-four dollars and ninety cents, with interest on one hundred and forty-three dollars ~~and~~, part thereof, from the 1st day of November 1895, until paid; that Wm.Jayne recover of W.N.G.Slemp the sum of one hundred and thirty-one dollars and thirty cents, with interest on one hundred dollars, part thereof, from the 1st day of November 1895, until paid; and that ^{the said} Wm.Jayne recover of W.N.G.Slemp the sum of six hundred and eighty-five dollars and sixty-seven cents, with interest on five hundred dollars, part thereof, from the 1st day of November 1895; ^{until paid} that R.C., Nannie E., Minnie L., Frank S., and Jennie infant children of Jennie Slemp, deceased. Slemp, recover of the said W.N.G.Slemp the sum of six hundred and nineteen dollars and ninety-two cents, with interest on five hundred and four dollars, part thereof, from the 1st day of November 1895, until paid; and that the Pennington Gap Bank, ^{the plaintiffs} recover of the defendant H.C.Slemp the sum of five hundred and forty-six dollars and eighty five cents, with interest on four hundred and sixty-nine dollars and forty cents, part thereof, from the 1st day of November 1895, until paid; and that ~~the~~ the plaintiffs recover from W.N.G.Slemp the costs of this suit. The court doth adjudge, order and decree that ~~the~~ priorities of the said recoveries shall be as follows: that is to say, that the first lien upon the 32 acre tract deeded to R.C. and F.S. Slemp ~~is~~ the recovery in favor of the children of Jennie Slemp deceased, and that the other liens against said tract are in point of priority as set out in List "T" filed with commissioner Goins' report except that the deed of trust in favor of J.M. Flanney is not a lien upon this tract; and that the priorities of the recoveries above, against the C.M.Slemp tract ^{are} ~~is~~ as set

(4)
in said List "7" above referred to; and that the priorities against the H.C.Slemp tract of land are as set out in List "3"

filed with commissioner Goins' report. And it appearing to ~~tract decided to~~ the tract decided to the court that J.N.Flanary has a lien on the H.C.Slemp and C.M. ^{W.C.Slemp} L.M.Wade, Executor of Slemp tracts; that Castleton Wade, Goodloe Bros., John Barron and James H.Graham, administrator of Henry Graham, deceased, have liens on all three of the tracts reported by commissioner Goins; that J.F.Necessary and J.A.Jessee have liens on the C.M.Slemp and R.C.& F.S.Slemp tracts; and that the Pennington Gap Bank has a lien on the H.C.Slemp tract; and the

the Court
being of opinion that J.F.Necessary and J.A.Jessee have superior equities to the Pennington Gap Bank, and that their judgments should be paid in full before the said Pennington Gap Bank is entitled to any part of the note assigned to it by W.C.Slemp, and secured by a mortgage on the H.C.Slemp tract, it is further adjudged ordered and decreed that unless the sale of the R.C.& F.S.Slemp tract and the C.M.Slemp tracts amounts to a sum sufficient, after paying off all the prior liens thereon, to pay off the judgments of the said Jesse and Necessary, then, ^{out of the} the H.C.Slemp ^{note} ~~shall be sold~~ ^{and} a sum sufficient, ~~out of the proceeds of its sale~~ shall be applied on the debts which are liens on said H.C.Slemp tract as well as on the other two tracts or either of them, ~~as~~ shall be sufficient to pay off any balance which may remain unpaid on the Jesse and Necessary judgments out of the proceeds of the sale of the said R.C.& F.S.Slemp tract & the C.M.Slemp tracts, and the residue, if any, of the H.C.Slemp purchase-money note, shall be paid to the Pennington Gap Bank, which may remain after paying off the prior encumbrances on said H.C.Slemp tract

and it appearing to the Court
that the deed for made by W N Sleep
to C M Sleep mentioned in said
amended bill was made for the
purpose of humoring, delaying
and defrauding his creditors, and
it further appearing to the Court
that the deed made by Eliza
Hyatt and others, heirs at law of
Jm W Sleep deceased, was voluntary
and without consideration except
as to the sum of \$504. of the money
of the heirs of Jm W Sleep deceased.
which was paid into said land,
and that the said W N & Sleep
was the equitable owner of said
last mentioned tract of land, and
procured the same to be conveyed
by his brother and sisters to the
said R C and F S Sleep for the
purpose of humoring, delaying
and defrauding his creditors,
it is therefore adjudged ordered
and decreed, that each of said
deeds, be, and they are hereby
revoked, annulled and set aside
and

It is further adjudged, ordered and decreed
that unless R C Sleep, or some one for him
shall pay the above sum adjudged against him
in favor of the Perryman Gap Bank, and
H M Sleep or some one for him pay off
the amounts adjudged against him
within 30 days from the rising of this
court, then L J Nyack, who is hereby appointed
a special commissioner for the purpose, shall
proceed to sell the three tracts reported
in Commissioner Jones report filed in this
cause, at the front door of the Court house
of Lee County at public auction, to the
highest bidder upon the following
terms to-wit: For cash in hand to pay
the costs of suit and expenses of sale
and the residue and the R C & S Sleep
Tract upon a credit of one ^{and three} years
the purchaser giving bond with good security
bearing interest from day of sale, and as to
the other two tracts for cash sufficient
to pay off the amount of the debt owing
to J M Flanagan and on his and if tract
and the residue upon a ~~total~~ credit of
one and two years, the purchaser
giving bond with good security bearing
interest from day of sale.

The order of sale of said tracts shall be
1st the R C & S Sleep Tract, 2nd the C M
Sleep Tract and 3rd the R C Sleep Tract
Before making sale said Commissioner shall
advise the true terms and place of sale

by posting written or printed notices at
three or more public places in Lee and
these counties. Before proceeding to
execute this decree said Court shall
execute a bond before the clerk of this
Court with good security in the
penalty of \$500. conditioned as the
law directs. and this cause is con-
tinued.

Memoranda,

It is suggested to the Court by
The Running Iron Gap Bank, and
C. Slump, and C. Slump and
C. E. Flannery cross-complainants,
that they are aggrieved by the foregoing
decree, it is ordered that the execution
of said decree be suspended for
sixty days to enable said parties
to prepare for an appeal in said
cause, upon the condition that
said parties execute before the Clerk
of this Court ^{Court} bond in the penalty of \$500 ^{as}
conditioned as the laws provides in
such cases,

Pennington Gap Bank

15 Dec 1896

A. C. Shumpster

under the name

this march 6 1896

W. J. M.

1 Pennington Gap Bank Pkfy
2 vs
3 H. C. Slump et al Dfts, Bills. } Orig & Amended

4 C. Slump & C. E. Flanory pffs }
5 vs } Petition
6 W. H. G. Slump et al Dfts }
7 treated as answer
8 Bills.

9 C. Slump Pkfy
10 vs } Petition treated
11 Same, Dfts } as a cross-bill.

12 These causes came on again
13 this day & he heard upon the
14 papers formerly read in each
15 of said causes, the answer
16 of H. C. & Frank S. Slump, by J. F. Rue
17 Litt, their guardian ad litem
18 to the petition and cross-bills of
19 C. Slump and C. E. Flanory, the an-
20 swer of the same defendants
21 by the same guardian ad litem
22 to the petition of C. Slump and
23 ~~exceptions to said answers~~ general replication to each
24 of said answers, the separate
25 answers and of W. H. G. Slump to the
26 petition and cross-bills of C. Slump
27 and C. E. Flanory, and exception
28 thereto, the separate answers and
29 answer of said defendant W. H.
30 G. Slump to the petition and cross-
31 bills of C. Slump, the separate
32 answer of C. M. Slump to

1 ~~The amended bill and~~ each of
2 the above named petitions and Cross-
3 bills, ^{and general replication thereto,} ~~and exceptions to said answer,~~
4 and the findings by the plaintiffs in
5 each of said Cross-bills to said
6 several demurrers, and was
7 argued by Counsel. On con-
8 sideration whereof the Court
9 doth overrule each of said de-
10 murrers, and on further consideration
11 the exceptions to the answer of N. N.
12 G. Slump, to the petition and Cross-bills
13 of C. Slump and C. E. Flannery and the
14 answer of R. C. & Francis S. Slump by their
15 guardian ad litem, are each overruled.
16 And the Complainants in each of
17 said Cross-bills replied generally
18 to said answers. And on further
19 consideration the exception to the
20 answer of C. M. Slump is sus-
21 tained, and said answer is
22 ~~ordered to be withdrawn.~~ On
23 Consideration of all which
24 it is adjudged ordered and
25 decreed that A. M. Gains
26 who was heretofore appointed
27 a Commissioner in said original
28 and amended bill, to ascertain
29 and report all the liens existing
30 against the lands of N. N. G. Slump
31 together with the amount and
32 priorities thereof will at once

1 proceed to discharge and
2 perform said duties required
3 of him by said former decrees.
4 Said Commissioner will ascertain
5 all the liens existing against
6 the lands of W. H. G. Slump, what
7 together with the amount and
8 priorities thereof, what if any
9 thing has been paid on either
10 or any of the judgments mentioned
11 in said amended bill, or either
12 of said cross-bills, by whom
13 paid, and when paid, the
14 rights if any, of subrogation of
15 the plaintiffs in said cross
16 bills and their priorities, if any,
17 and how created. Said Commissioner
18 will further ascertain and
19 report any lands subject to
20 said liens, he will further
21 ascertain and report upon
22 what consideration, if any,
23 the deed was made by W. H.
24 G. Slump & C. M. Slump, and upon
25 what consideration and for
26 what purpose the said W. H.
27 G. Slump made himself and for
28 he made by his brothers and
29 sisters the deed & his two
30 children R. C. & Frank S. Slump,
31 and whether or not said deed
32 or either one of them was made

for the purpose of hindering
delaying and defrauding his
creditors either then existing
or subsequent, said commis-
sioner will report any other
matter deemed pertinent by
himself, or required by act
of the parties, he will
give with his said report
the testimony and evidence
upon which he acts, But
before proceeding to perform
the duties required of him
under this decree said
Commissioner will give to the
parties interested at their
attorneys, at least ten days
notice of the time and place
of his sitting. He will report
his action to the next term
of this Court, and these cases
are continued.

Received and Exp. Paid
Chas

W. E. Decece
W. E. Decece

Entered in charge
Order Court
Page 225

Enter this

June 13th 1893

Pennington Gap Bank
vs.

H. C. Slump et al

This cause came on this the
day of March, 1895, to be
heard on the papers formerly
read herein, and on Motion of
C. Slump and C. Slump and
C. E. Flanary to file in open
court two petitions which by
the clerk's endorsement appear
to have been filed at rules on
February 11th 1895, to the filing
of which petitions W. N. G. Slump
by counsel objected & on the
ground that - it appears upon
the face of each of said petitions
that - C. M. Slump and W. N. G. Slump
should be, but are not, parties
defendant thereto, and was ar-
gued by counsel: And the court,
being of opinion that said ob-
jection is well taken, doth over-
rule said motion: And then
again came said C. Slump
and said C. Slump and C. E.
Flanary by counsel and
again moved to file said

petitions, and it appearing that
the same have been amended
by making C. M. Slump and
W. N. G. Slump parties defendant
thereto, it is ordered by the court
that the same be filed which
is accordingly done, and on
motion of said C. Slump and
C. E. Flanary, the court hereby
appoints J. F. Bullett Jr. guardian
ad litem for the infant
defendants R. C. Slump and
Frank S. Slump, and then
came W. N. G. Slump by counsel
and said infant defendants by their guardian
and entered their appearance
to said petition, which it is
ordered shall be treated as a
cross-bill against the said
W. N. G. Slump C. M. Slump
and said infants R. C. Slump
and Frank S. Slump, and all
of said defendants are given
until the next term to answer
the same, and the clerk will
~~issue process thereon against~~
~~C. M. Slump returnable to~~
~~the next term and this cause con-~~
tinued.

by his attorney
C. M. Slump by M. E. by his attorney
and litem

Pennington Gap
Bank

vs. } Decree

H. C. Slomp et al
Q.B.
Page 153.

Enter this
Mar 7 1895
M. J. M.

Pennington Gap Bank,

Plaintiff.

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

This cause came ~~xxx~~ on this day to be heard upon the papers formerly read herein, the exceptions to the report of A. M. Goins filed before the last term of this court, the amended bill of the Complainants, properly matured at rules, and exhibits therewith, the answer of W.N.G.Slemp to said amended bill, and exceptions thereto, the answer of H.C.Slemp to said amended bill ~~xxx~~ filed on the 16th day of November 1894, and general replication thereto, and was argued by counsel. And it appearing to the court that ~~the other defendants~~ all the defendants to said amended bill except, W.N.G.Slemp and H.C.Slemp have failed to appear answer plead or demur to said amended bill, it is taken as confessed as to each of them. On consideration of which, exception No.1 filed by the plaintiffs to the report of A.M.Goins, Special Commissioner, is sustained *and it being unnecessary to pass upon the other exceptions* and Commissioner Goins' account is recommitted to him, and said commissioner will ascertain and report to the next term of this court all liens existing against the lands of W.N.G. Slemp, together with the amount and priorities thereof, what, if anything, has been paid on either or any of the said Judgments mentioned in said amended bill; he will further ascertain and report any lands subject to said liens, and he will further ascertain upon what consideration, for what purpose, the deed made by said W.N.G.Slemp, to C.M.Slemp, was made, and whether or not said deed was not made for the purpose of hindering, delaying and defrauding the creditors of the said W. N.G.Slemp. Said Commissioner will report any other matter deemed pertinent by himself, or requires by any of the parties. He will file with his said report the evidences upon which he acts, but before proceeding to perform the duties required of him under this decree, he will give to the parties interested, or their attorneys five days notice of the time and place of his sitting, and this cause is continued.

and accordingly to each report of this time they are passed

Pennington Gap Bank

rs $\frac{1}{3}$ Deer

H. C. Sump et al

Entered in Chy

O.B. Page 114

Jan 16 Wednesday

Enter this deer

M IM

Nov 15th 1894

Pennington Gap Bank

Plaintiff.

vs.

In chancery.

H.C.Slemp et als.

Defendants.

This cause came on this day to be again heard upon the papers formerly read herein, the report of A.M.Goins, Special commissioner, and exhibits and depositions filed therewith, the exceptions to said report and exhibit therewith, and the affidavit of W.N.G.Slemp, and was argued by counsel. On consideration of all which the court is of opinion that in order to do substantial justice between the various parties interested in the subject matter of this suit, that it is proper to have the following additional parties before the court, to wit, James M.Flanary, Elbert Flanary, Trustee, C.M.Slemp, John Barron, John Goodloe, W. T.Goodloe and Edward Goodloe, merchants and partners trading under the firm name of Goodloe Bros., J.F.Necessary, J.H.Graham, Exr. of Henry Graham, deceased, ~~and~~ *J.A.* Jesse and James P.Barron. It is therefore adjudged, ordered and decreed that the plaintiff amend his bill, making the before named persons, parties thereto, and in order to mature said amended bill, this cause is remanded to rules.

Pennington Gap Bank

No. $\frac{4}{3}$ Deacons

H. C. Blump.

Anton Chy Old Book P. 44

Enter this drawer

W. J. M.

June 16th 1894

Pennington Gap Bank.

Plaintiff.

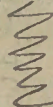
vs.

In Chancery.

H.C.Slomp et als.

Defendants.

This cause came on this day to be heard upon the bill of complainants and exhibits therewith, the answer of the defendant, H.C.Slomp, and exhibit therewith, and general replication to said answer, and was argued by counsel. And it appearing to the court that process has been served on the defendant W.N.G.Slomp for more than fifteen days before the first day of this term and that he has failed to appear, answer, plead or demur the bill is taken as confessed as to him, and the court deeming it necessary, it is adjudged, ordered and decreed that A.M.Goins who is hereby appointed a commissioner for the purpose do ascertain the liens, if any, existing upon the tract of land in the bill and proceedings mentioned, the amount due thereon, to whom due, and their respective priorities, the defects, if any, in the title to said land, ^{he will ascertain} any other lands belonging to the said W.N.G.Slomp that are subject to said liens and the value thereof. Said commissioner will ascertain and report any other fact required by any of the parties, or deemed pertinent by himself. Before proceeding to act hereunder said commissioner will give notice of the time and place of his sitting to the parties or their Attorneys for at least five days before his sitting. He will report his action to the next term of this court and this cause is continued.

Pennington Gap Banks
vs.  Deane No. 1.
H. C. Shump et als.

E C O B Page 595
mch 15th 1894

Enter this Deane
March 15th 1894
H. C. Shump

Pennington Gap Bank } In Chancery
H. C. Slump et al,

The deposition of W. M. G. Slump
and C. Slump

taken before me, A. M. Goms, Special
Commr. in the above styled cause, to be
read as evidence in the determination
of certain matters in controversy
now pending before me as Special
Commr. in said cause:—

W. M. G. Slump a witness of
lawful age being duly
sworn deposes and says:

I am 46 years old,
reside in Lee County &
am one of the defendants
in this suit—

I had the conveyance of
the Jno. W. Slump 32 acre
tract made to my children
R. C. & F. S. Slump in order
to secure ~~the~~ a sum
of \$504⁰⁰ with interest from
the 1st day of January 1892
or thereabouts— which belongs
to the five children of my
deceased wife Jennie Slump—
The names of these five children
are R. C., Nannie B., Minnie B.,
F. S., & Jennie Slump— This

Money came to me as guardian of said children in the suit of Wm. Sleep, Guardian v. R. C. Sleep et al. This sum with its interest is a first lien on said 32 acre tract. If any balance remains in said tract after satisfying this lien, that balance is mine, & in this particular & to this extent the said conveyance was voluntary, & I was indebted at the time it was made.

I conveyed the 30 acre tract, known as the Wilson land, to T. M. Sleep in consideration of certain undertakings on his part which have not been performed - and while I did not do so with intent to commit any actual fraud on my creditors, I was in debt largely when the conveyance was made & desired as far as possible to put my interest in said tract out

of reach of my creditors.

Ques. - I see on the judgment lien docket in the County Court Clerk's office a judgment docketed in favor of J. G. Reaser Admr. vs yourself and H. C. P. Reaser, rendered at the Nov. term 1894, for \$143, with interest from the 15th of Apr, 1894, and \$8.56 costs. Please state how much has been paid on said judgment, if any thing and where the same was paid as nearly as you can tell?

Ans. I have paid on this judgment the sum of \$100. This payment was paid about 1st of Dec., 1894. This payment was made by me to H. C. P. Reaser.

Ques. I see a judgment docketed on the lien docket on Feb 19, '94, of R. H. Orr vs J. P. Barron and yourself. Please state if that judgment has been paid, if so, by whom and to whom?

Ans. I paid this judgment to L. M. Wade, D. S. of Lee County, in full.

Ques. I see a judgment docketed on said lien docket Nov 20, 1894. of James Punnington vs M. D. Collier and yourself

for \$739.22, with interest thereon from the 31 day of July 1890 till paid, and \$40.08 costs, subject to the following credits: May 4, 1891, \$21.⁰⁰/₁₀₀; June 6, 1892, \$100.⁰⁰/₁₀₀; Sept. 17, 1894, \$338.17. Please state any thing you may know of the standing of said judgment.

Ans. Said lien docket shows all the payments that have been made on said judgment except about 5000 feet of cull lumber worth about \$30. I find however a release, signed by James Pennington to M. D. Collier, entirely releasing the said Collier from any further liability on said judgment. Said release is dated Feb. 18, 1895, and I file a copy of the same as part of my deposition marked "J. M. Pennington Release". About $\frac{2}{3}$ of the logs from which the 5000 feet of lumber was sawed come from the J. M. Pennington land, and said lumber was on the land at the time said Pennington purchased the land at the Comis. sale. Since the land was purchased by Mr. Pennington

at The Courts sale that if I would pay to J. A. G. Hyatt and J. M. Orr their costs in said Chancery cause & let him have the above named lumber that he would release me from said judgment. I have not yet paid said costs.

Ques.

I see on the lien docket a judgment in favor of Sallie Smith vs. you, docketed June 25, 1895, for \$174⁹⁶/₁₀₀ with interest from the 1st day of Jan '92 till paid and cost, and on another page of said lien docket I see a judgment for the same amount against C. Slump. State whether or not this is one and the same trans- action.

Ans.

It is the same transaction. Col. Slump was my security to Sallie Smith. Judgment was taken against him at one time and against me at another time. On this judgment I paid to C. Slump \$62.50 June 5, 1894.

Ques.

I see on the lien docket - a judgment on the lien docket against yourself and J. B. Barker for \$116, with interest

on \$90 part thereof from Oct 9 1885,
and on \$26 the residue thereof from
the 9 of Oct. 1889, and \$10.28 costs.

Please state - what payments, if any,
have been made on said judgments
and when?

Ans. I paid him \$80 by check, the date
I do not remember, but will send
you the check which will show
the date. I also paid to L. M. Wade,
Executor of C. Wade \$25.50, the
date of which I do not remember
but will send you his receipt
for the same. Also \$15 - about same time.

Ques. After the date of the Goodhue & Bro
judgments, which was the 10 Mar
1893, please state what amt. of
personal property you had
and handled during the year
1893?

Ans. During this season I expect I
handled about \$22000 worth
of cattle. Of course I did not
handle all this stock at one
time, but I did handle that amt.
from Aug to Nov.

And further ~~this~~ deponent saith
not.

M. N. G. & Co.

C. Slump another witness of lawful age, being duly sworn deposes and says:

I have paid and settled in full the judgments of Sallie Smith against myself and W. N. G. Slump for \$174.96, with interest from Jan 1 1892, and I file herewith receipts for same marked "L. & M." and the cost. Upon ~~the~~ ^{judgment} the note upon which these judgments were rendered I was the surety of W. N. G. Slump and the reason why two judgments were rendered on said note was that process was served on me at one time and then after the judgment was rendered against me this judgment was taken against W. N. G. Slump. On this judgment on June 5, 1894, W. N. G. Slump paid me \$62.50.

The judgment in favor of the Powell's Valley Bank, rendered at the June term, 1894, against W. N. G. Slump, C. E. Flanary & myself for \$874, with interest from the 31 day of Aug 1893, and \$9.56 costs, has been fully paid,

\$470.35 thereof was paid by C. E. Flanary Sept 27, 1894; and \$479.45 the residue thereof was paid by myself Jan. 22, '95; which is fully shown by the receipt of H. J. Morgan for the Powell's Valley Bank, which is herewith filed as part of my deposition, marked "Powell's Valley Bank receipt."

On the judgment rendered at the June term 1894, in favor of Mrs S Hurst vs H. N. G. Shump. M D Collier and myself for \$792, with from the 15th of June, 1894, I have paid the full amount of said judgment amounting at the time of payment to \$822.12, and I also paid \$21, in addition thereto, the costs of a Chancery suit instituted on said judgment making a total paid on said judgment amounting to \$843.12 all of which is fully shown by the receipt of the said Mrs S Hurst, herewith filed marked "H. S. Hurst receipt." I file also here as part of my deposition copies of said judgments above marked "J. & K."

I also file a memorandum for myself and ^{one for} E. E. Manary and Myself each of which have been duly filed and recorded in the County Court Clerks office of said County as shown by the indorsements of the Clerk thereon, ~~and each of~~ These Memoranda are marked "M" & "O" and filed herewith as part hereof. And further this deponent saith not.

L. Sloop

Virginia, Lee County, to-wit:

J. A. M. Goins, Special Commr., in the above styled cause, do hereby certify that the foregoing depositions were taken before me under oath and that the same were duly subscribed by the parties in my presence.

Given under my hand, this Oct 21, 1893-

J. A. M. Goins,
Special Commr.

Pennington Gap Bk.
25. $\frac{3}{2}$ In Chaucer -
H. C. Sleep et al.

Depositions of
C. Sleep and W.
N. G. Sleep.

Pennington Gap Bank
vs. } In Chy.
H. C. Sloop et als.

The depositions of L. T. Hyatt and others taken before me, A. M. Goins, Special Commissioner in this cause, to be read as evidence in determining the questions referred to me as said Commissioner in said cause.

Present:- L. T. Hyatt, for Plaintiff
— Wm A. Orr, for W. N. G. Sloop.
— B. H. Sewell, for H. C. Sloop.

L. T. Hyatt, a witness of lawful age, being first duly sworn, deposes as follows:

First question for plaintiff. — If you ever heard W. N. G. Sloop say any thing concerning the deed of himself to C. M. Sloop, filed in this cause as exhibit "E" with the original Bill, please state what he said & when.

Answer: — Some time last spring when we were taking the former account in this case W. N. G. Sloop was talking of making some arrangement to pay off the Good-loc & other liens against his land, and particularly the Willson land, I asked him what he would do about the deed to C. M. Sloop, when he answered that said deed could be done

away with at any time he wanted it done. This talk was had in my office or on the stairway near my office door.

At another time, in May 1894, said Slemup was talking about giving one Wm Jayne, his father-in-law, a deed of trust on this particular land, the land conveyed to said C.M. Slemup, to secure to the said Jayne the payment of two bonds &c., ~~I saw said Jayne~~ with some kind of understanding that said Jayne was to pay off all prior liens and then buy in said land for said Slemup or his wife ^{or family}. Said Wm. G. Slemup got me to see if said Jayne would make such a deal. I asked him how he could make and execute said Trust deed since he had already deeded said land to C.M. Slemup. He told me that said C.M. Slemup would join in the deed. I did go and see Mr. Jayne and said Jayne agreed to accept said Trust deed & employed me to prepare one which I did. Before the execution of said deed of Trust, however, Mr. Jayne sent me word that he had gotten

get Goodloe to take the com. in payment
of their judgment.

Objection.

a letter from said W. N. G. Sleep to the effect that he had changed his mind and would not ~~now~~ at that time execute said trust deed. C. M. Sleep was not surety on either of the bonds Jayne held. At another time the said Sleep W. N. G. told me that he had said land, or a part of it in com in '94., and that he would raise enough on it to pay off the Goodloe debt and that we could get rid of said debt ^{+ that he would go and see if he could not} in that way. In fact said W. N. G. Sleep, from his conversation, led me to believe that since the said deed to said C. M. Sleep, he, the said W. N. G. Sleep, has had and continued in the full possession of the land thereby conveyed. The foregoing deposition is excepted to so far as the same pertains to any conversation had to W. N. G. Sleep in the absence of C. M. Sleep.

Wm A. Orr, atty
for C. M. Sleep.

And further this deponent saith not
L. I. Hyatt.

J. M. Flannery a witness of lawful age, being first duly sworn deposes and says:

1st Ques by Plff:—

Have any payments been made
to you on the note secured by
deed of trust on the Wilson ^{& Bologny} land
since you gave your
deposition in this cause in
last May or thereabouts?

Ans. No sir.

2nd
11

Did E. M. Slump ever make
you a payment on said note

Ans.

He did not. I do not recollect
that he ever mentioned it to me.

Witness claims

50 cts

And further this deponent saith not.

J M Flannery

Witness claims

50 cts

Witness claims

50 cts

Witness claims

Pennington Gap Bank

vs.

H. C. Slump et als.

} In Chy.

The depositions of H. C. Slump and others, taken before me A. M. Gains, a special Commissioner, in the above styled cause, to be read as evidence on behalf of the Deft. in the determination of the questions referred to me as said Commissioner in said cause.

Present, C. F. Duncan Atty.
for the plff.

" B. H. Sewell Atty.
for the Deft.

H. C. Slump, a witness of lawful age, being first duly sworn, deposes and says:

Inco 1. I can state whether or not W. H. G. Slump at the date of your written contract informed you of the said Flannery deed of trust on said land, and of the outstanding title of Patricia H. Barron to the same.

Ans. He did not, as I recollect.
Ques 2. Did you tell W. H. G. Flannery
that you were satisfied with
this trade with the Flannery deed
of trust on the land, and were
him that there was enough
land ^{left} to pay said trust deed,

Ans. I certainly did not.

Ques 3. Did you ^{tell him you} were willing to
take the land with Patrick H.
Borron's title outstanding.

Ans. I think not. ~~There was something~~
~~said about Pat~~ I never at

Ques 4. any time ^{agreed} to accept this trade
with Pat's title outstanding,
and did not accept the
deed in full satisfaction
of my contract with said
Flannery.

Ques 5. Please state when you
had notice of the assignment
of the note made on to the
Punington Gap Bank.

Ans. Aug. 10th, 1893.

Ques 6. Please state whether or not
~~you~~ the said note made on
became due you have been

ready, willing and able
at all times to pay the same
if the title to the land convey-
ed to you was clear.

Ans. I have been ready, able
and willing ^{at all times} to pay, ^{since it became due}
and I had made my arrange-
ments to pay the same
if the title had been clear.

Ques. Please state whether or
not ~~you~~ ^{you or the Bank} ~~the Bank~~ ^{or the Bank} ~~presented~~ ^{presented} said
note for payment, that you
informed him that the title
to the land for which said
note was given was not
clear.

Ans. I did so inform him.

Ques. Did you so inform
him before the institution
of this suit.

Ans. I did.

Ques. Has Patrick ^{H. Brown} become of
age since the institution
of this suit?

Ans. He says so.

Ques. Did you ever notify the
attorneys for the plaintiff.

before the institution of
this suit, if they would
clear your title that
you would at once pay
said note.

Ans. I ~~did~~ may have written this
to L. J. Hyatt, I cannot state
positively.

X Examined

- 1 You state in answer to the first ques-
tion propounded to you, that at the
time you purchased said land W. &
S. Slump did ^{not} inform you that James
M. Flannery had a deed of Trust on
said land, how did you not know
that said deed of Trust existed on said
land before you purchased

Ans. I did not.

- 2 Had you not heard of it before you
purchased

Ans. Perhaps I did.

- 3 Don't you know you did

Ans. No.

- 4 What is your best impression that
you had or had not heard of it before
you made said trade.

This question is objected to
because it ^{does} not say how ^{long} had
heard of it.

B. H. Sewall
Att. for
Def.

5-
1
Ans. I have no definite impression on it.

5 Did not you and W. A. & Searp. go to James M. Flanory to see him about the deed of Trust before the second day of February 1893.

Ans. My recollection is that we did not.

6 How long after the Trade was made till you went to see Flanory about the deed of Trust.

Ans. I cannot tell.

7 Was it before the deed was made
Ans. Yes.

7 Were you really afraid of said Trust deed, and the lien of it.

Ans. I was.

8 Then why did you accept said deed and execute said note.

Ans. I did not think that the accepting the deed and having it on record would bar me from having the title title perfected.

9 Why did you execute said note until you got said title perfected?

Ans. I thought it would be complying with my part of the contract.

and I thought that he,
W. W. G. Slump, would comply
with his part of the contract
by paying off the deed of trust
and the other liens that I had
heard of.

10 What other lies had you heard of
Ans. I had heard of a judgment
in favor of ^{one of the} H. D. Grahams,
and I think I heard something
of the Goodloe Bros. judgment.
I had heard of judgment
that Mr. Bruce held.

11 What did you understand to be the amounts of the three judgments mentioned by you.
Ans. I understood that the Graham matter was about \$70; the Goodloe Bros. judgment about \$300; and the Bruce judgment of a balance of about \$60, and ^{some} interest.

12. Are you acquainted with the balance of the land covered by said Trust deed out side of the boundary conveyed to you.

Ans I am.

13 What is the reasonable fair cash value

of said land?

This question and question
no 12, are objected to because
immaterial & irrelevant,

Ans. <sup>B. H. Sewell, atty
at law for W. L. S.</sup> A part of it is worth about
\$30 per acre, the other part
is worth about \$15 per acre.
The whole boundary I re-
gard as being worth \$570.

14 How does said tract compare in value
by the acre with the entire tract or tracts
of land purchased by you from said
W. L. S. Sump. by the acre.

This question is objected
to because immaterial and
irrelevant.

Ans. <sup>B. H. Sewell
attorney for W. L. S.</sup> I would rather have the
land that I purchased from
him, owing to its location, by
at least \$10 per acre.

15 Do you mean to say that the fair cash
marketable value of the land purchased
by you is \$10 per acre greater than the other
tract embraced in said tract deed?

Ans. I think it would be.

16 Was you at the time you took said
deed really fearful of loss from

The interest of Patrick H Barrow in said land?

Ans. I was.

17 Was you not secured against said Barrow's undivided interest in said land

Ans In no way that I know of, except the deed of Slump and it was not perfect.

18 Did you not have \$750.00 in your hands belonging to Patrick H Barrow, which he became of age, which you held back and were holding back at the time this suit was instituted, to secure the said Patrick H Barrow's ^{conveyance of his} interest, in lands then and now owned by you.

Ans. Yes sir; but not as to $4\frac{1}{4}$ acres that is now in controversy.

19 Did not said \$750. cover the entire interest of the said Patrick H Barrow, in all the lands owned or sold by the said Patrick Barrow and his brothers and sister.

Ans. This \$750 was a lien returned for the benefit of Patrick Barrow long before I bought this land from W. N. G. Slump that is now in controversy.

20. By whom was said lien retained and in what land?

Ans. There was no lien retained in my deed, but there was a lien retained in the deed from Gale Slump to J. P. Barron and Eliza Barron from whom I purchased for \$750. J. P. Barron left this \$750 in my hands to be paid to Pat Barron when he arrived at the age of 21 years, which was, as I understood, ~~would~~ ^{to} some time in Apr. 1884. And after arriving at the age of 21 years said Pat was to convey all title that he had in these lands.

21. Before you purchased this land from Mr. & G. Slump did not you and Mr. & G. Slump go together to J. M. Flanory, ascertain the amount on said Deed of Trust, and at the same time did you not get the said James M. Flanory, to hold up a deed of Trust be held against you and would you agree to make this purchase from said Mr. & G. Slump until you had thus seen said Flanory? and get him to hold up the deed be held against you.

This question is objected to because the deed from Mr. & G. Slump & wife to Mr. & G. Slump contain the contract of the parties and contains no other agreement, ^{or arrangement} is admissible.
B. H. Sewell atty
for Mr. & G. Slump

Ans. I had some such talk to
W. N. G. Slump and went to said
J. M. Flanary's to see him if he
would need all the money
I owed him. W. N. G. Slump went
with me; he said his object in
going was to try to sell Flanary
some cattle. I don't think there
was any deed of trust mentioned
by us. I would have made the
purchase whether he would have
held up or not. It is my
recollection that it was after the
date of the purchase that we
went to Flanary's.

22 Did not you let W. N. G. Slump have the cattle or
some of the cattle that he afterwards let Flanary
have, and did not the said W. N. G. Slump see Flan-
ary with reference to taking the cattle before you
and he traded? and when you and he were
then to see Flanary?

This question is objected to ^{as} being
irrelevant and immaterial, ^{and} because the
taking of cattle has nothing ^{to do} with this issue,
and ^{also} because the deed made between
these parties controls. All other evidence
in this case tending to show anything
different from the terms of said deed
is objected to as inadmissible.

B. H. Sawell, atty
for W. N. G. Slump.

Ans. I let said Slump have some cattle,
and said Slump since he ~~wanted~~

1
to see Flanary to let him have
some cattle and went there
with me, I did let Slump have
some of the cattle that he let
Flanary have.

I ~~think~~ ^{think} the trade with me
and W. M. G. Slump was made
before we went to J. M. Flanary's.

23 Are you certain that you and W. M. G. Slump had
made said trade before you and he went to see
Flanary about the deed of trust?

~~Objected to because immaterial~~
~~and unnecessary the deed is in evidence~~
B. H. Dewell, atty for S.

Ans. I did not go to see Mr Flanary about any
deed of trust. My recollection is that
we had traded.

24 Are you as certain that you had made said
trade before you went to see Flanary as you
are of any other statement you have made
in this deposition?

~~Objected to because asked answered~~
~~several times & for reasons above~~
~~stated.~~ B. H. Dewell, atty for S.

Ans. I am.

25 How soon after you and W. M. G. Slump made
said land trade did he tender you a deed.

Ans. ~~Objected to because immaterial~~
~~deed has been filed & shows that said trade~~
~~of the parties & B. H. Dewell, atty for S.~~

Ans. I do not recollect precisely, but it
was some time afterwards.

26 Give your best impression as to the length of
time between the trade and the tender of the

deed, the first deed.

objected to because immaterial,
and because question does not
state that deed it was it was
or whether it complied with the
contract, B. H. Sewell, atty for C. S.

Ans. I guess it was about 3 weeks.

27 How soon after the present deed was written
until you presented it to W. H. L. Semp for
his execution and acknowledgment.

Ans. objected to because immaterial,
The deed shows when it was
acknowledged, B. H. Sewell, atty for C. S.

Ans. I gave it to my brother and he did
not get it acknowledged, I
then brought suit to force the
acknowledgment. Shortly af-
terwards Mr. Riddle took the deed
to him and he acknowledged
it.

28 What objection did you raise to the first deed.

Ans. I did not think it specified the con-
tract in reference to the fence,
and then I did not think the
^{land}
~~title~~ was free from incumbrances.

29 Was the land free from incumbrances when you
accepted this deed.

Ans. I think not. This deed though,
as I thought, was more spe-
cific in reference to the contract.

30 Why did you not have the title bond recorded when
it was delivered to you.

Ans. I thought he would make me a deed at once.

Re-examination

Ques 1. Had Patrick H. Bosson conveyed his title to his interest in the land in ~~this~~ suit, at the date of the institution of this suit?

Ans. He had not.

Ques 2. Was the deed of which Exhibit 'C' is a copy, delivered to you on the date of the acknowledged judgment, not?

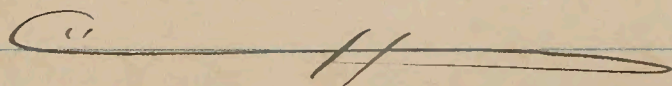
Ans. My recollection is that it was delivered to me on that day - it might have been a day or so afterwards. And further this deponent saith not.

Henry C. Slomp,
Virginia, Lee County, To-wit:

I, A. M. Louis, Special Commr., in the above styled cause, do hereby certify that the foregoing depositions were duly taken before me under oath and that the same were subscribed by the parties in my presence.

Given under my hand, this May 15th, 1894.

A. M. Louis,
Special Commr.



Pennington Gap Bank

vs. } Depositions of Defts.

H. C. Slump et al.

-1-

Pennington Gap Bank

vs.

H. C. Slump et als

} In Chy.

The depositions of H. N. G. Slump, and others, taken before me A. M. Goins, Special Commissioner in this cause, to be read, ^{as evidence} in determining the questions referred to me as said commissioner in said cause.

H. N. G. Slump, a witness of lawful age, after being first duly sworn, deposes and says:

1st Ques.

Please state how much is yet due on the note executed to J. M. Flannery and secured by Deed of Trust on Wilson land?

Ans.

On the 15th day of March, 1893, J. M. Flannery and I made a settlement on said note, and on that day I owed him \$325, principal & interest.

2nd Ques.

How much of the said Wilson land did you sell to H. C. Slump and when did you make said sale?

Ans. I contracted said land to said H. C. Slump on the 2nd Feb., 1893, and on that day said Slump took possession of said land. I sold him about 26 acres of said land.

2nd Ques. How much land included in Deed of Trust was not sold to H. C. Slump and what do you consider this land worth?

Ans. About 31 acres, and this land is reasonably worth \$45- per acre.

X- examination

Ques 1. Please state whether ^{or not} you knew that said deed of trust for J. M. Pembil of James M. Slump was unsatisfied at the date ^{when} you contracted, and conveyed the lands to H. C. Slump,

Ans. ~~Yes, and told him so.~~

~~At~~ Yes I knew it was unsatisfied at the date of said contract, and I so told H. C. Slump at the time of said contract. I also

25
knew it was unsatisfied
at the time of the making
and delivery of the deed to
him, but did not so inform
him at that time. Said deed

~~was~~
Ques 2nd Did you not know of the outstand-
ing title of Patrick H. Brown to
a part of this land, at the date
of your contract, and conveyance
to H.C. Sleep?

Ans. I did, and I so informed
him.

Ques 3rd At the time you delivered
the deed to H.C. Sleep, did
you not know that Goodloe
Bros., J. A. Jesse for re, and
J. F. McHenry, had obtained judg-
ments against you and P. Brown
& had them docketed ~~before~~
~~you delivered your deed to H.C.~~
~~Sleep~~, and state if said judgments
have been satisfied?

Ans. My recollection is that Goodloe
Bros. had their judgment
but as to the other two, I do
not think they got theirs until
in June.

Ques. 4. Did you not know of these encumbrances and outstanding ^{on the land} ~~you conveyed~~ ^{to H.C. Slump.} title, at the time of the assignment of the note sued on, and at the time of the institution of this suit, -

Ans. I did.

Re-examined.

1. What liens were on this land at the time you sold it to H.C. Slump.

Ans. The James M. Flanary deed of trust the balance of which at that time was about \$325⁰⁰, and the Pat Barrow undivided one-fourth interest in the reversion of the 4²² acre tract described in the deed from myself to said H.C. Slump.

2. Did you deliver the possession of said land to the said H.C. Slump at the time and on the day, when you made said sale to him,

Ans. I did.

3. At the same time did you execute and deliver to him a written contract for said land.

Ans. I did on the 2nd day of Feb 1893.

4 In your cross examination you are asked if you did not know of the existence of the deed of Trust line, and the Pat Borran line at the time you sold and you answer you did, now I ask you if H. C. Slump did not also know of these lines?

Ans. He did, I told him about them.

5 You say you did not tell him about them at the time you delivered said deed. Now did you deliver said deed to said Slump at all, if not to whom did you deliver it.

Ans. I did not deliver said deed to said Slump, but to Squire Ridde, who brought the deed and H. C. Slump's note to me and stated that said Slump had sent him with them to get the deed acknowledged.

6 At the time you sold to H. C. Slump did you inform him that the deed of Trust covered ~~another tract of~~ land of about 30 acres, and if so state what he said about it if anything.

Ans. I did so inform him and pointed out the land to him, He talked like he was

satisfied with the title, that there was enough land left to pay off the deed of trust.

7 Did he not know that Patrick Barron would not come of age until some time after said note such as would become due.

Ans. He did - we talked about it - he said it did not amount to much, and that he was willing to take it.

8 What other land do you own, upon which the said Goodloe judgment is a lien.

Ans. I owned the John Hall tract of land containing 65 or 70 acres and for which I paid \$2000. It is also a lien on the land conveyed by me to C. M. Sleep containing 30 or 31 acres, but is subsequent to the deed of trust. This last land is worth \$40 per acre.

Ques 1, Did you not deliver ^{the deed} to H. C. Sleep to Mr Riddle for H. C. Sleep.
Ans. I did.

And further this deponent
saith not.

W. A. G. S. Crump

James M. Flanary, another witness of lawful age, being first duly sworn, deposes and says:

About the 28 day of Sept, 1888, N. N. G. Slump executed to me a deed of trust to secure a note executed to me on said 28 day of Sept 1888, for \$1600, and I suppose that exhibit "D" filed with Comptts bill is a correct copy of said deed of trust. On said note the following payments have been made, which ~~have been~~ are indorsed as credits on the back of said note, to wit:

Dec, 21, 1889, \$124.00

Dec, 11, 1890, \$1096.00

Feb, 6, 1892, \$150.00

Mar, 28, 1892, \$50.00

Feb, 27, 1893, \$152.00

And I file herewith a copy of said note with the credits indorsed thereon, leaving a balance due

me, with interest calculated
down to June 4, 1894, of
about \$331.71.

Are you acquainted ^{with} the tract or tracts of
land embraced in said deed of Trust above
spoken of. spoken of. securing the payment
of said \$1600. note

Ans. I am acquainted with said
land, but do not know the
lines and boundaries thereof.

2 Question. Please state about how much
of said land lies outside of the boundaries
conveyed by W. H. G. Slump to Defendant
H. C. Slump.

Ans. I cannot state.

Ques 3. Please state whether or not the
the land embraced in your deed
of Trust, outside of the part
conveyed to H. C. Slump, will be
sufficient to pay said deed of
Trust?

Ans. I cannot say, as I am not
informed as to the quantity of the land left.
And further this deponent
saith not.

Witness
claims
\$0.50

J. H. Pharran

J. K. O. Barron, another witness
of lawful age, being first
duly sworn, deposes and says:

Please state whether or not you are acquainted with the Tract of land conveyed by W. A. G. Slump to Albert Flanory Trustee to secure a debt due to James M. Flanory. If so, please state what you think is the fair cash value of that part of said Tract of land lying outside of the conveyance to H. C. Slump by W. A. G. Slump.

Ans. I am acquainted with said land, and that part of it outside of the conveyance to H. C. Slump is reasonably worth \$30 per acre, and perhaps more. There is about 30 acres included in the deed of trust outside of that conveyed to H. C. Slump.

The above question an answer is objected to. Because immaterial and irrelevant to the issue in this case.

X-24

W. H. Hume
att'y for W. A. G.

May the Court know there are 30 acres in the said deed of trust outside of that conveyed to H. C. Slump?

Witness claims
1 day .50 cts
20 mi. 80
\$1.30

Ans. It is a mere supposition
on my part.

And further this deponent saith
not. J. K. P. Barron

H. C. Slump, another, witness of lawful
age being duly sworn deposes and says

1. I have state the date of your purchase of
the Tracts of land described in the deed
from H. C. Slump to you dated on
the 2nd day of March 1893. and
filed with complainant's bill as Exhibit "C."

This question is objected
to. Because the contract
of sale is in writing and
of copy is
filed in this case marked
Exhibit "B", and said writing
in the best evidence & shows
the date & terms of sale.

H. H. Russell
Atty. for Offt

Ans. Said purchase was made about
the 2nd Feb, 1893, as is shown
by the written contract filed
with the plffs. bill, marked "B".

2. When was possession of said delivered
land delivered to you?

Ans. On the day said writing bears date.

3. Have you been in possession of said lands ever since, and were in possession thereof, on the 10th day of March 1893.

Ans. I ~~have been~~ ^{was} in possession on the 10th day of March, 1893, and have been ever since.
And further this deponent swears
no h. Henry C. Slump,

Virginia, Lee County, to-wit:
I, A. M. Goins, Special Commr.,
in the above style cause, do
hereby certify that the foregoing
depositions were duly taken before
me under oath and were
duly subscribed by the parties
in my presence.

Given under my hand this
May 15th 1894,

A. M. Goins,
Special Commr.

— H —

Pennington Exp Bank

vs { Depositions for Off.

H. C. Slump et al.

J. H. P. Barron \$1.30

J. M. Glavary .50

Remington Gap Bank

^{vs.}
H. C. Slump et als.

This day W. N. G. Slump personally appeared before me A. B. Mursey Clerk and made oath that the judgement reported against him in the above styled case ^{in favor of John Barron} against himself & J. P. Barron has long since been ^{fully} paid. and that the sum of \$30⁰⁰ was on the 19th day of March. 1894 paid to L. M. Wade Deputy for C. E. Slanary Sheriff on the judgement in favor of Henry Graham reported in said cause. and that he has given a forth coming bond on the residue thereof. Given under my hand this 7th day of June 1894
A. B. Mursey Clerk

Pennington Gap Bank
vs. ~~the~~ Affidavit,
H. C. Sloop et al

Pennington Gap Bank

vs.

H. C. Slomp et als.

} In Chancery.

To the Hon. H. T. Miller, Judge of the
Circuit Court for Lee County, Virgin-
ia.

Your undersigned Special Commr.,
in pursuance of a decretal order
of the Circuit Court for Lee County,
pronounced on the 15th day of Mar.,
1894, in the above styled cause, having
given due notice to all parties con-
cerned, proceeded on the 13th day of
Apr., 1894, and on succeeding days
thereafter, at his office in the town
of Jonesville, to execute said order;
and the proceedings having been
thence forward regularly adjourned
from day to day, and being at length
completed, the result is herewith
respectfully submitted.

Your commissioner was direc-
ted by said decree of March 15, 1894,
to ascertain and report; (1), what
liens, if any, exist upon the land
in the bill and proceedings mentioned
in this cause, the amount of each, and
to whom due; (2), the defects, if any,
in the title to said land; and (3),
whether any other lands belonging
to the said H. N. G. Slomp are subject
to said liens, and the value of said lands.

In response to the 1st enquiry, your Comr. files herewith, as part hereof, marked "L," a list of liens on the land in the bill and proceedings mentioned in this cause. Said liens are in the order of priority as represented by the marginal numerals, and the parties to whom each is due, and the amount thereof, will be seen by an inspection of said list "L."

In response to the 2nd enquiry, your Comr. reports that the title to the land sold by W. N. G. Slump to H. C. Slump is defective in the following particulars: 1st, In the deed of conveyance from Eliza J. Barron et al to W. N. G. Slump, Patrick H. Barron's one-fourth undivided interest in the reversion of the 4²⁹/₁₀₀ acre piece, described in the deed from W. N. G. Slump to H. C. Slump, is still outstanding, he, being a minor at the date of said conveyance, did not join therein, and, so far as the evidence before your Comr. is concerned, has never relinquished his interest to said land. 2nd, Said land is also encumbered by the J. M. Flannery deed of trust and the judgments of John Barron (col), Goodloe Bros. and Henry Graham, as set out in list "L."

The J. M. Flanary deed of trust is a specific lien on the 28 acres described in the deed from W. M. G. Slump to H. C. Slump and on the 30 acres conveyed in the deed to C. M. Slump, and the three judgments are general liens on all the lands owned by W. M. G. Slump at the date of their rendition, which your court ascertains was the lands set out in the deed of conveyance to H. C. Slump, the 30 acres conveyed to C. M. Slump, and a tract of 65 or 70 acres still owned by himself, known as the John Hall tract.

In response to the 3rd enquiry, your court reports that said W. M. G. Slump, at the date of the acknowledgement of his deed to H. C. Slump, owned, in addition to the lands conveyed to said H. C. Slump, the 30 acres since conveyed to C. M. Slump and the 65 or 70 acre tract, known as the John Hall tract. The first of these two last tracts, that is the 30 acres sold to C. M. Slump, your court ascertains to be worth \$30 per acre, on a total sum of \$900, and the other tract, the John Hall tract, he ascertains to be worth the total sum of \$2000; but this last tract your court ascertains is covered by a deed of trust to E. N. Pennington,

trustee for the benefit of N. W. G. Barron, recorded Nov. 25, 1892, and amounting to the sum of \$887.50. This deed of trust is prior to the judgments of Goodloe Bros. and Henry Graham, but is subsequent to the John Barron (col.) judgment.

Your commissioner considers that he has now fully responded to the enquiries referred to him by the court. But there is still another question raised by one of the judgment creditors of N. W. G. Slump, which your court. is called upon to decide. It will be seen from list "L" that there is a judgment, marked "H", in favor of J. F. Necessary. This judgment was rendered on the 15th day of June, 1893, after the date of the acknowledgment and recordation of the deed to H. C. Slump, but before the assignment of the note to the Pennington Gap Bank, the collection of which this suit was brought to enforce. Your court. holds that said note, although it was executed as a part of the purchase price of said ^{land}, and the payment thereof is secured by a vendor's lien retained in the deed from N. W. G. Slump to H. C. Slump, is personal property, and, under § 3601, Code 1887, was subject

to the lien of an execution placed
in the hands of the sheriff before
the date of assignment to a bona
fide holder for value without notice.
But as there has been no evidence
produced before your court, tend-
ing to show that an execution on said
judgment did go into the hands
of the sheriff before the date of the
assignment to the Pennington Gap
Bank, and as the records of the
court are silent on that point,
your court does not report this
as a lien on said fund.

All of which is respectfully sub-
mitted, this May 21st, 1894,

A. M. Goins,
Special Commr.

The foregoing report is excepted to because
the Commr has failed to report all the liens
against the ^{if any} other lands, ^{slump} than that sold to
H. C. Slump.

2nd Because said Commr should have reported
the lien of J. F. Neasey & J. A. Jacee for
re (Judgment for \$220 rendered June 1893 term) as a prior
lien of said on note of H. C. Slump sued on
to Plaintiff -

Matthews Maynor
attys for Goodloe Bros.
J. F. Neasey & J. A. Jacee
for re

Pennington Gap Bank

vs. { Comr's Report.

H. C. Slump et als

Filed May 21, 1894

A. B. Munsey.

Comr's fee \$27⁰⁰/₁₀₀

Pennington's Gap Bank

Plaintiff.

vs

In Chancery.

H.C.Slemp et als.,

Defendants.

To the Honorable W.T.Miller, Judge of the Circuit Court for
Lee County, Virginia:

The undersigned, who was, by a decree entered in the above styled cause on the 13th day of June 1895, on a recommittal of said cause, required to report all the liens existing against the lands of W.N.G.Slemp, together with the amounts and priorities thereof, what payments, if any, had been made on either of any of the judgments mentioned in said amended bill, or either of said cross-bills, by whom and when paid, the rights, if any, of subrogation of the plaintiffs in said cross-bill, and their priorities and how created, and to ascertain any lands subject to said liens, upon what consideration, if any, the deed was made by W.N.G.Slemp to C.M.Slemp, and upon what consideration, and for what purpose, the said W.N.G.Slemp made himself, and procured to be made by his brothers and sisters, the deed to his two children R.C. and Frank S. Slemp, and whether or not said deeds or either one of them was made for the purpose of hindering, delaying and defrauding his creditors then existing or subsequent, and to report any other matter deemed pertinent by himself, or any of the parties, begs leave to report, that soon after the close of the last term of your honor's court, he gave notice to the parties interested, that on a certain day, at his office in the town of Jonesville, he would proceed to make the enquiry directed by said decree, and at the time and the place thus fixed, most of the parties in interest appeared. The case was carefully examined, and various depositions were taken, and the matters not being then fully completed, and all the evidence not being then taken, an adjournment was, by consent of parties, taken to future days; and in this way your commissioner has proceeded until he has heard all the testimony offered, or desired to be introduced by any of the parties interested; and through the testimony thus offered, your commissioner has endeavored to per-

form all the duties required by the terms of said decree.

First.--He has ascertained all the liens existing against the lands of W.N.G.Slemp, together with the amounts and priorities thereof, and has filed three lists thereof, marked respectively "S", "T", and "U". List "T" shows the entire liens existing by judgment and deed of trust against the lands owned by the said W.N.G.Slemp, and remaining unpaid at this date, the priorities being shown by the figures in red ink marked on the margin, and amounts to the sum of \$5336.19, to which will have to be added the costs of this suit. List "S" shows the liens by judgment, deed of trust, and vendor's lien reserved in the deed, which are liens upon the tract of land sold by W.N.G.Slemp to Henry C.Slemp on the 2nd day of February, 1893, and conveyed to him by deed dated on the second day of March 1893, but not recorded until the 27th day of May 1893, and the first in priority is a judgment in favor of Castleton Wade, and amounts, with interest calculated down to Nov. 1st 1895, to \$107.58; the second, is the deed of trust in favor of J.M.Flanary, balance of principal and interest calculated to the same date, \$557.65; the third is a judgment in favor of John Barron, the balance of which is \$4.42; the fourth, is a judgment in favor of Goodloe Bros., the principal, interest and costs to the same date, amounts to \$452.25; the next is the balance of a judgment in favor of Henry Graham, deceased, balance of which is \$84.96,--this judgment and the Goodloe Bros. judgment being of equal priority; the fifth is the note of Henry C.Slemp to W.N.G.Slemp assigned to the Pennington Gap Bank, and for which a lien is retained in said deed, and amounts principal and interest, on November 1st, 1895, to \$546.85. All of said judgments, together with said deed of trust are liens upon the tract of land conveyed by W.N.G.Slemp to C.M.Slemp by deed dated on the 3rd day of October, 1892, but which deed had not been recorded until the 25th day of November, 1893, long after said judgments had been docketed pursuant to law in the Judgment Lien Docket in the Clerk's Office of the County Court of Lee County. Said deed of trust ~~ix~~ embraces said tract of land

last aforesaid, as well as the tract of land conveyed to H.C. Slemp. Your commissioner is of opinion that said C.M.Slemp tract of land should be sold to satisfy the liens by reason of said judgments and deed of trust existing against the tract of land sold to the said H.C.Slemp, to the relief of the Pennington Gap Bank, as these judgments and deed of trust are a lien upon both of said tracts, while the note or debt of the Pennington Gap Bank is ~~only~~ ^{to wit the H C Slemp Tract} a lien upon one of them. The judgments in favor of J.F.Necessary, J.A.Jessee and L.D.Ward are also liens upon the C.M.Slemp tract, they each having been docketed before said deed was admitted to record. List "U." shows the liens together with their priorities upon the tract of land conveyed by W.N.G.Slemp and his brothers and sisters to R.C. and Frank S. Slemp, the first one of which is money received by W.N.G.Slemp from the estate of his deceased wife for the benefit of her children and heirs at law, to wit: R.C., Nannie E., Minnie Lee, Frank S., and Jennie Slemp; the other three items are judgments ^{the first.} in favor of Wm.S.Hurst against W.N.G.Slemp, M.D.Collier and C. Slemp. On this liability C.Slemp was the surety of the said W.N.G.Slemp and M.D.Collier and as such had to pay \$593.00 on said Judgment, and by reason thereof is entitled to be substituted to all the rights of Wm.S.Hurst, the judgment creditor; the next is a judgment in favor of the Powell's Valley Bank against W.N.G. Slemp, C.Slemp and C.E.Flanary. In this debt C.Slemp and C.E. Flanary were the sureties of the said W.N.G.Slemp and as such were compelled to pay and did pay said entire judgment which with its principal and interest and the costs at law amounts on November 1st 1895 to \$977.18, and by reason of having paid the same said C.Slemp and C.E.Flanary are entitled to be substituted to the rights of the Powell's Valley Bank against said Slemp; The next and last item on this statement "U" is for costs paid by the said C.Slemp. These costs were incurred in a chancery suit instituted by the said W.S.Hurst on the above named judgment and were paid by the said C.Slemp. ~~THESE~~ The said C.Slemp and C.E.Flanary obtained their priorities ~~by~~ over the various other judgments rendered against W.N.G.Slemp, before the

the rendition of the judgments in favor of Wm.S.Hurst and the Powell's Valley Bank, by reason of having filed in the Clerk's Office a memorandum in accordance with section 2460 of the Code of Virginia 1887 at the time they filed their petitions and cross bills attacking the deed made W.N.G.Slemp and his brothers and sisters to R.C. and Frank S.Slemp. That section of the Code provides that a creditor availing himself of said section shall have a lien from the time of bringing his suit to avoid a gift, conveyance or assignment declared to be void by the two presiding sections from the time of filing his petition provided he file at the time a memorandum setting forth the title of the cause, the general object thereof, the court wherein pending, a description of the property and the name of the person whose estate is intended to be effected thereby in the Clerk's office of the County Court. This was done by said petitioning creditors and was not done by any other person asserting liens against the said W.N.G.Slemp.

The deed by the said W.N.G.Slemp and his brothers and sisters to the said R.C. and Frank S.Slemp was made as he states to secure a bona fide debt to his children by his first wife to the extent of \$504.00, as to the residue of it according to his own statement in his deposition taken before me, the purpose was to hinder and delay his creditors, that being the case your commissioner is of opinion that said deed should be set aside, but that in setting it aside the debt honestly secured to his children should be treated as a first lien upon the funds arising from the sale thereof. AS to the deed to C.M.Slemp, in the opinion of your commissioner, it matters very little for what purposes it was made as the liens ~~then~~ existing upon ~~the~~ said tract of land prior to the recording of said deed are more than sufficient to exhaust it. But your commissioner is of opinion that the evidence in this case clearly shows that that deed was likewise made for the purpose of hindering and delaying said W.N.G. Slemp's creditors.

Respectfully submitted,

A. M. Gouss,
Special Commr.

Nov.1st 1895.

J. A. Jarboe. & J. T. Necessary by counsel excepts to
 the court report in the following particulars:
 1st Because on page 3 the court reports that
 the C. M. Slump land should be sold first to
 pay the filamary debt of Truckee C. Wade & Douglas
 for judgments so as to leave the H. C. Slump
 land free to be applied to the Pennington Gap Bank
 note & then cut out exceptions judgment

2nd Because List U gives petitioners who
 have filed their petitions priority over judgment
 creditors existing at the time the petition
 was filed to set aside the fraudulent conveyance
 because the creditors filed on not sufficient

3rd Because the debt to R. C. & J. Slump
 which court reports as fraudulent has
 never been properly acknowledged and
 recorded & was always void as to the judgment
 creditors - J. A. Jarboe taking his own
 as well as the others granted & J. T. Necessary

Pennington Gap Bank

v. { Court's Report.

H. C. Slump et al.

Nov. 9th 1895, Filed,
J. B. Mansey, Clerk

Colark.

Court's Fee, \$25.00
 Former Fee, 27.00
 Total, = \$52.00

NOTICE! SALE of LAND!

(Extract copy from decree.)

Pennington's Gap Bank,

Plaintiff.

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

***** It is further adjudged ordered and decreed that unless H.C.Slemp, or some one for him, shall pay the above sum adjudged against him in favor of the Pennington Gap Bank, and W.N.G.Slemp or some one for him pay off ~~and~~ the amounts adjudged against him, within thirty days from the rising of this court, then L.T.Hyatt, who is hereby appointed a special commissioner for the purpose, shall proceed to sell the three tracts reported in Comr.Goins' report filed in this cause, at the front door of the Courthouse of Lee County, at public auction, to the highest bidder upon the following terms, to wit: For cash in hand to pay the costs of suit and expenses of sale and the R.C.& F.S.Slemp tract upon a credit of one two and three years, the purchaser giving bond with good security bearing interest from day of sale; and as to the other two tracts for cash sufficient to pay off the amount of the debt going to J.M.Flanary under his deed of trust, and the residue upon a credit of one two ~~and~~ and three years, the purchaser giving bond with good security bearing interest from day of sale.

The order of sale of said tracts shall be 1st. the R.C.& F.S.Slemp tract, 2nd. the C.M.Slemp tract, and 3rd. the H.C.Slemp tract. Before making said sale said commissioner shall advertise the time terms and place of sale by posting written or printed notices at three or more public places in Lee and Wise counties. Before proceeding to execute this decree said Commissioner shall execute bond before the Clerk of this Court with good security in the penalty of \$6000.00, conditioned as the law directs. And this cause is continued.

On the 18th day of May 1896, I will proceed to execute the decree of which the foregoing is an abstract copy.

I will first sell the R.C.& F.S.Slemp tract, being the tract on which W.N.G.Slemp now resides, containing about 35 acres, lying in Turkey Cove, near the Turkey Cove Seminary, and adjoining the lands of C.M.Slemp and others. The costs of this suit and the commissions of sale of this tract will be required to be paid in cash by the purchaser of said tract, and the balance will be on a credit of one two and three years.

I will next sell the C.M.Slemp tract, sometimes called the Wilson tract, containing about 30 acres, adjoining the tract above described. The sum of \$570.90 and the commissions of the sale of this tract will be required to be paid in cash, and a credit of one two and three years will be given as to the residue.

I will lastly sell the tract of land known in this suit as the H.C.Slemp tract, being the tract conveyed to said H.C.Slemp by W.N.G.Slemp, and adjoining the C.M.Slemp or Wilson tract above described. The commissions of the sale of this tract will be required to be paid down in cash, and as to the residue a credit of one two and three years will be given.

In each case the purchaser will be required to execute his bonds with approved security for the deferred payments.


Remember day of sale! May 18th 1896, first day of May term of County Court for Lee County.

L. T. Hyatt

Special Commissioner

The required bond has been given by Comr.

A. B. Mursey Clerk

P. Gap Band
vs  Chy.

W.C. Kemp et al.

Notice of sale of
land by Court.

This image shows a blank, aged, light brown page, likely an endpaper or flyleaf of a book. The paper has a textured, slightly mottled appearance with visible creases and a vertical fold line down the center. There is no text or other markings on the page.

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This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf of a book. The paper has a slightly textured appearance with some minor discoloration and a small dark stain near the bottom left corner. There is no text or other markings on the page.

Pennington's Gap Bank,

Plaintiff.

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The undersigned commissioner begs leave to report as follows:

I was appointed by decree rendered in the above styled cause on the ____ day of March 1896 to sell three tracts of land lying in this county.

Pursuant to said decree I advertised said lands for sale by posting notices thereof at the front door of the Courthouse of Lee County, in Turkey Cove, where said land lies, and at Big Stone Gap, in Wise County, and at other places. A copy of said notice is hereto attached as a part of this report.

On the 18th day of May 1896, at the front door of the Courthouse of Lee County, I offered said land for sale, at public outcry, upon the terms mentioned in said decree, in the presence of a large crowd of citizens.

As required by said decree I first offered the tract known as the R.C. & F.S.Slemp tract for sale. After quite a good deal of bidding said tract of land was knocked off to W.S.Hurst at the price of twelve hundred dollars, that being the highest bid made for ~~xi~~ said tract. The said Hurst paid or caused to be paid to me one hundred and twelve dollars and sixty cents, the costs of this suit as taxed by the clerk, and also the sum of thirty-three dollars, my commissions of sale. This money I hold subject to the order of the court.

I next offered for sale the tract known as the C.M.Slemp tract, as required by said decree. After some bidding this tract was ⁿknocked off to the said W.S.Hurst at the price of eleven hundred and seventy dollars, that being the highest bid made for ~~x~~ said tract. The said Hurst then paid to your commissioner the sum of three hundred and sixty-seven dollars and seventy-six cents, the amount of the J.M.Flanary deed of trust, in cash, and also the sum of thirty two dollars and forty cents

the amount of my commissions for selling said tract. This money I also hold subject to the order of the court.

The said Hurst has executed to me his three bonds for the sum of three hundred and fifty-one dollars and forty-six and ~~two~~ two-thirds cents each, bearing interest from date, and due respectively in one two and three years for the deferred payments on the R.C. & F.S. Slemp tract, with A.G. Hyatt and J.A.G. Hyatt as his security.

The said Hurst has also executed to me as commissioner his three bonds for the sum of two hundred and fifty-six dollars and sixty-one and one-third cents each, bearing interest from day of sale, and due respectively in one, two and three years for the deferred payments on the C.M. Slemp tract with A.G. Hyatt and J.A.G. Hyatt as his security. The security is good.

I then offered for sale the tract of land known as the H.C. Slemp tract, being the land sold by W.N.G. Slemp to the said H.C. Slemp, upon the terms mentioned in said decree. The said H.C. Slemp offered for the whole of said tract the debt against it. I then offered to sell a part of said tract for said debt, but could get no bid. I therefore knocked the whole of said tract off to the said H.C. Slemp for the debt against it which I ascertained to be on day of sale five hundred and sixty-two dollars and twenty-six cents. The said Slemp paid to me in cash the sum of twenty dollars and twenty-four cents for my commissions of sale, and executed to me his three bonds for the sum of one hundred and eighty-seven dollars and forty-two cents each, bearing interest from date, and due in one, two and three years from day of sale, respectively, with L.M. Wade, John Gilly and C. Slemp as his surety, which is good.

I think all the sales good ones, and recommend their confirmation.

Very respectfully submitted,

L. F. Hyatt, commr.

P. Gap Bank

vs $\frac{3}{2}$ lchq.

W.C. Slump et als.

Report of sales of
R. S. Hyatt Court.

Filed May 20th 1896

A. B. Munsey
Clerk

Pennington Gap Bank, Plaintiff.

vs.

In Chancery.

H.C.Slomp et als., Defendants.

))))))))))

To the Honorable W.T.Miller, Judge of the circuit court for
Lee county, Virginia:

The undersigned commissioner begs leave to submit the following report:

By a decree entered in the above styled cause on the 2nd day of June, 1896, I was directed to pay out the money received by me as costs to those entitled.

I complied with said order by paying to A.M.Goins \$52.00, his fee as commissioner; to A.B.Munsey \$19.94, his costs as clerk; to Duncan & Hyatt \$15.00, their attorneys' fee; to J.F.Bullitt \$5.00, his fee as guardian ad litem for the infant defendants; toX the plaintiff, the Pennington Gap Bank, \$4.65 which they had paid to S.V.F.Richmond, clerk, and the Sergeant of the city of Richmond; to S.V.F.Richmond \$1.25, the residue of his costs; to L.M.Wade, Deputy for G.E.Flanary, Sheriff of Lee County, \$6.40; to J.K.P. Barron \$1.30, his witness claim; and to J.M.Flanary \$1.00 his witness claim. I still have in my hands \$6.06, estimated costs.

The aforesaid decree further directed me to pay to James M. Flanary the sum of \$367.76, the amount of his deed of trust.

I complied with said order of the court by paying to B.H.Sewell, Attorney for H.C.Slomp, to whom said deed of trust fund had been assigned, the said sum of \$367.76.

By the decree aforesaid I was also directed to collect the purchase money bonds as the same became due and disburse the same to those entitled.

I have complied with this direction in the following manner:

744.90
336.97
\$681.87

The first bond for the C.M.Slemp tract of land with its interest amounted on the 18th day of May, 1897, when it became due to the sum of \$272.01, and said sum was paid to me on that day by the purchaser of said land. I disbursed this sum as follows: I retained \$9.26 to pay taxes assessed against said fund; I paid to J.A.G.Hyatt, assignee of L.M.Wade, Executor of the estate of C.Wade dec'd, the sum of \$85.71; I paid to John Barron \$ 4.77, the full amount due him on his judgment; I paid to Goodloe Bros., or rather to Wm.S.Mathews, their attorney, \$143.97 on their judgment; and I paid to J.A.G.Hyatt, assignee of J.H.Graham, Executor of the late Henry Graham \$28.30 on his judgment. Thus the full amount was disbursed.

The first bond for the sale of the tract of land known as the "R.C.& F.S.Slemp tract" with interest amounted on the 18th day of May, 1897, when the same became due, to the sum of \$372.55 and said sum was paid to me on that day. I disbursed the same as follows: I paid to B.H.Sewell, Atty. \$15.00 (This payment was made pursuant to a decree entered in said cause on the 7th day of November, 1896); I retained \$12.65 to pay the taxes assessed against said fund; and I paid the residue to W.N.C.Barron, guardian for the infant heirs of Virginia Slemp, dec'd. , to wit, the sum of \$344.90.

The first bond for the sale of the H.C.Slemp land was paid when due, and I paid the full amount received by me to the Pennington Gap Bank.

I was relieved by the county court of Lee county from the payment of the taxes assessed against me as commissioner *in said cause.*

The second bond for the sale of the said C.M.Slemp tract, together with its interest, amounted to the sum of \$287.40 on the 18th day of May, 1898, when it became due and said amount was paid

to me at that time. To this sum I added \$8.72 of the \$9.26 retained to pay taxes as above mentioned, making a total sum of \$296.12 of said sum to be disbursed. The 54 cents, the difference between the \$9.26 and the \$8.72 I retained for the payment of the costs of the ^{Motion to be} released from the payment of said taxes.

I disbursed said sum of \$296.12 as follows: I paid to Wm.S. Mathews, Atty for Goodloe Bros. on their judgment the sum of ~~\$247.72~~ ^{\$247.72}, and to J.A.G Hyatt, assignee of the Graham judgment, ~~\$48.40~~ ^{\$47.82}, and I retained for taxes \$3.54.

The second bond for the sale of the R.C. & F.S. Slemph tract amounted on the day last aforesaid to the sum of \$393.64 and it was paid to me when due. To this sum I added \$12.00 of the \$12.65 retained for taxes as hereinbefore stated. Thus the total amount of this fund to be disbursed was \$405.64. And this sum I disbursed by paying to said Goodloe Bros. on their judgment ~~\$322.28~~ ^{\$30.02}; to J.A.G. Hyatt, assignee &c. on Graham judgment ~~\$48.40~~ ^{\$9.78}; and to W.N.C. Barron, Jr. Guardian as aforesaid, ~~\$345.11~~ ^{\$340.30}, the residue; and retained ^{4.91 to pay taxes}

The second bond for the sale of the H.C. Slemph tract of land was fully paid to me and I paid the same over to the plaintiff.

The third bonds for the sale of the said C.M. Slemph and R.C. and F.S. Slemph tracts of land with their interest amounted on the 31st day of January, 1899, to the sum of \$699.52, and the purchaser desired to pay that amount and lift his bonds at that time. I received the money and have disbursed it as follows: to Wm.S. Mathews, Atty. for Goodloe Bros, balance of their judgment except taxes \$43.27; to J.A.G. Hyatt, assignee of the Graham judgment \$8.68; to A.L. Pridemore, assignee of the J.F. Necessary judgment \$312.48; to J.A.G. Hyatt, assignee of the J.A. Jessee judgment \$319.59; and I retained to pay taxes against the funds assessed against me \$16.50.

From the foregoing it will be seen that the purchaser of the

two tract of land known in this cause as the "C.M.Slemp tract" and the "R.C. & W.S.Slemp tract" has fully paid for the same and is entitled to a deed therefor. The said purchaser, however, requests me to report to the court that he has sold and transferred his said purchase to one Samuel H.Davis, and to ask the court to have said land conveyed to him, the said Samuel H.Davis.

The third bond for the sale of the H.C.Slemp tract of land is not yet due.

I have in my possession the vouchers showing the disbursements hereinbefore reported.

Very respectfully submitted,

L. T. Hyatt

Special Commissioner/

Pennington Gap Bank

vs $\frac{3}{4}$ In Chancery.

H.C. Slump et al.

Report of L. S. Hyatt,
Special Commr. showing
collection and disburse-
ments of moneys.

Filed ~~March 1st~~ Feby 1st 99.

A.B. Munsey.

To the Honorable W.T. Miller, Judge of the circuit court for
Lee county, Virginia:

The undersigned, who was, by a decree of your honor entered
on the 6th day of March, 1899, in the chancery cause pending in
said court, entitled "Pennington Gap Bank vs. H.C. Slomp et als.",
appointed a special commissioner for the purpose, and directed to
make and execute to Samuel H. Davis a deed conveying cert in lands
to him, begs leave to report that he has made executed and acknowl-
edged said deed and files the same herewith for the inspection and
approval of the court. The said W.S. Hurst and Eliza J. Hurst also
joined in said deed as directed by said decree. Your commissioner
has to expend two dollars and fifty cents for internal revenue
stamps which he pasted to the said deed and cancelled.

Your commissioner reports also that there is one note or bond
for the sale of the H.C. Slomp land still unpaid, and that the same
will become due on the ____ day of May, 1899.

Very respectfully submitted,

L. T. Hyatt.

Special Commissioner.

Pemington Gap Bank

vs. $\frac{3}{2}$ In Chancery

H. C. Sloop et als.

Report of L. I. Hyatt
Spe Comm. showing ex-
ecution of Deed to
Samuel H. Davis, &c.

Filed March 8th 1899

To the Honorable H. A. W. Skeen
Judge of the Circuit Court for Lee
County, Virginia:

Your undersigned commis-
sioner begs leave to report that
the purchase money notes ex-
ecuted to him as comm. in the
cause pending in said court en-
titled "Remington Gap Bank vs.
H. C. Slemp & als." by H. C. Slemp,
and others have been fully paid,
and that said slemp is now en-
titled to a deed.

Respectfully submitted,
L. G. Hyatt,
Comm.

Pennington Gap Bk.
vs 3 In lch.

H. C. Sloop et als.

Report of Comm
of Col'n of pur-
chase money.

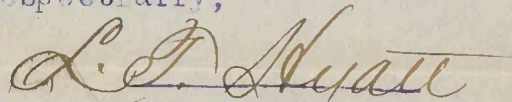
Filed March 13^d 1900
A. B. Munsey Clerk

To the Honorable H.A.W.Skeen, Judge of the circuit court for L
Lee county, Virginia:

By decree entered on the 13th day of March, 1900, in the
chancery cause pending in said court entitled "Pennington Gap
Bank vs. H.C.Slemp et als." the undersigned was appointed a spe-
cial commissioner, and, as such, directed to make, execute and de-
liver to the said H.C.Slemp certain real estate purchased by him
under the proceedings of this cause.

Yours commissioner reports that he has made and executed said
deed and herewith files the same for the inspection and approval
of the court.

Very respectfully,

A handwritten signature in cursive script, appearing to read "L. J. Wyatt", written in dark ink.

Special Commissioner.

Pennington Gap Bank
vs $\frac{1}{2}$ Lu. Chy
H.C. Slemp et al

Comr. R.T. Hyatt's
Report of Deed
to H.C. Slemp.

See vol. 1, p. 101

To the Honorable U.S. Green, Judge of the Circuit Court for

Special Committee

R Deed
Book No 29
Page 273

Know all men by these presents that
we W. N. G. Seamp and Mary his wife
of Turkey Cove Lee County Virginia have
this Day sold to Henry L. Seamp of
the county and State aforesaid one
piece or tract of Land containing five
acres more or less and Deeded by
John Selley to W. N. G. Seamp Known as
the Leatherine Tyler Lot joining the
land now owned by H. L. Seamp and
Bought of J. P. and Eliza Borron and
~~one~~ other tract of Land containing
five acres more or less Known as
the Eliza Borron's lot of land lying
between Paul Borron's land and Robert
W. Orr's land on the North side of the
Wagon road and part of another tract
of land Known as the Wilson
land and also another tract or parcel
near the grove yard which come
out of W. N. G. Borron's Deed land which
was bought by W. N. G. Seamp of H. L. Seamp
admirer of Lewis H. Seamp including about
thirty five acres more or less of the
~~two~~ last pieces of land mentioned
beginning at a stake or corner of W. N.
G. Seamp and Robt W. Orr at Wagon road
about one hundred yds North E. of
Paul Borron's Born and running
with the wagon road on its North
side to Paul Borron's grove yard lot of
land and with lines thereof as it

meanders to the wagon road and with
come to a corner or stake north of the
Bridge where its belt across the wagon
road thence with the fence as it
meanders northwesterly to a stake
between Robert W Morris and the said
W. N. S. Seamp's land thence a westwor-
dly direction on the line that divides
a westwesterly direction on the line
that divides the said W. N. S. Seamp's and
Robert Morris land to a stake on top of
at the west end of a ridge on top of the ridge
Ridge to a stake thence northwesterly
with the line of said Robert Morris
and W. N. S. Seamp supposed to be about
One hundred yards to a stake in
said line the object of this stake in
said line is to start at a point so
as to run a fence on top of the Ridge
to Robert Morris and W. N. S. Seamp's corner
near where there is an old chimney
on top of the Ridge and make fence
on top of the Ridge between the top stake
the line of the ~~two~~ last mentioned
tracts thence from the stake or corner
on top of the Ridge near the old chimney
with Robert Morris line of the mine
or ten acres tract to the Beginning
with all its appurtenances at the price
of thirty Dollars per acre and seventy
five Dollars extra money as a bonus
to be paid as follows seventeen
head of Cattle down at the price of

1 Two hundred & Twelve Dollars and
2 five hundred Dollars cash down the
3 remainder to be paid by the first day
4 of October next the said Tracts of Land
5 is to be surveyed by Peter Wolf or
6 some other good efficient surveyor
7 at an early date say within thirty
8 Days or sooner than the said W.N.G.
9 Seamp and Maneroy his wife is to convey
10 by Deed with covenances of general
11 warranty all the above described
12 tracts of Land to the said Henry L Seamp
13 free from all incumbrances what
14 soever and the said W.N.G. Seamp
15 in consideration of the twenty five
16 Dollars bonus herein mentioned
17 is to have the land surveyed at his
18 own expense and whenever the land
19 is surveyed and calculations made
20 and Deed executed as herein recited
21 free from all incumbrances & then
22 the said Henry L Seamp is to execute
23 his note for the amount unpaid with
24 interest from date of this obligation
25 it is understood that the said W.N.
26 G. Seamp and Maneroy his wife retains
27 a lien on said lands in their Deed
28 for the last payment or note herein
29 mentioned of plences or money it is
30 further understood that W.N.G. Seamp
31 and Henry L Seamp is to go equal
32 parts in holding a partnership

1 fence on top of the ridge herein agreed
2 on it is also agreed that the fence
3 on the north side of the second piece
4 of land herein mentioned is to be
5 set down on the line to the corner
6 of the three Beeches and the said
7 Henry L Sleep is to furnish an equal
8 quantity of Rails and the parties herein
9 mentioned to make a partnership
10 fence on the north side of the second
11 lot herein mentioned and each party
12 to be there respected parts in keeping
13 those two lines of fences herein men-
14 tioned up and the said Henry L Sleep
15 is to have possession of the several
16 tracts herein mentioned with all
17 their appurtenances from date of this
18 obligation it is also understood
19 that a Public road for the benefit
20 of the heirs of John W Sleep deceased
21 is hereby reserved and counted out
22 of the lot first mentioned in this
23 obligation. Witness our hands and
24 seals this the 2nd Day of February 1893.

25 W. W. Sleep Seal
26 Minerva Sleep Seal
27 Henry L Sleep Seal

28
29 It is hereby understood that a change
30 is to made at the Beginning of the Snow
31 last passes that where the corner
32 is at least of Oak Borrons Born.

1 it to begin on the South side of road
2 road oposit the place herein men-
3 tioned & then Running Crossing the
4 road to a corner of the grove yard
5 South.

6 H. L. Sleep
7 Witness M. N. G. Sleep
8 H. P. Sleep

9
10 Virginia Lee County to wit;

11 I John Riddle a Justice of the Peace
12 for the said County aforesaid in the State
13 of Virginia do certify that W. N. G. Sleep
14 and Minerva Sleep his whose names
15 are signed to the writing above bearing
16 date February 2nd 1893. have acknowledged
17 the same before me in my County
18 aforesaid. Given under my hand
19 this the 19th Day of May 1893—

20 John Riddle J. P.

21
22 Virginia Lee County to wit;

23 In the office of the clerk of the
24 said County May 27th 1893 this Deed was
25 presented and together with the Certif-
26 icate thereto annexed, admitted to
27 record.

28 Teste: J. R. Gibson Clerk.
29 A Copy—Teste: D. V. L. Richmond Clerk
30
31
32

W. N. S. Deen wife
To Copy Deed

Henry Deen

Deed Book 29
Page 273.

D

C. H. \$1.15

1 This Deed made this the 2d Day of March
2 1893 between W. N. G. Seump and Minerva
3 Seump his wife parties of the first
4 part and Henry L. Seump party of the
5 second part all of the county of Lee and
6 State of Virginia. Witnesseth that the
7 said W. N. G. Seump and Minerva Seump
8 his wife for and in consideration
9 of the sum of eleven hundred and
10 eighty one Dollars and forty cents paid
11 and to be paid as follows: Seven hun-
12 dred and twelve Dollars part thereof
13 in hand paid at and before the sealing
14 and delivery of these presents the re-
15 ceipt whereof is hereby acknowledged
16 and four hundred and sixty nine
17 Dollars and forty cents the residue of
18 said sum to be paid on the first
19 day of October 1893 for which the said
20 Henry L. Seump has execute his bond
21 bearing Date on the 2nd Day of February
22 1893 with interest from date do hereby
23 grant bargain sell and convey to the
24 said Henry L. Seump and his heirs
25 and assigns forever all of the three
26 following described tracts or parcels
27 of Land lying and being in the
28 Turkey Cove in Lee County Virginia
29 The first of said tracts of Land is
30 the same which was conveyed
31 to the said W. N. G. Seump by William
32 Wilson and wife by attorney in

1 fact G. H. Wilson and the said Henry
2 C. Slump and is bounded as follows
3 to wit: Beginning at a Beech a corner
4 to J. K. P. Borron's land, and with a
5 line thereof S $51\frac{3}{4}$ E 260 feet to a stake
6 in the middle of wagon road thence
7 with road and lines of Hilley Land N $36\frac{1}{4}$
8 E 132 feet N $11\frac{3}{4}$ E 502 feet to a stake on
9 East edge of road thence continuing
10 with road N 81 W 272 feet N 55 W 73
11 feet N $28\frac{1}{2}$ W 211 feet to a stake thence
12 leaving road and with a line of land
13 added to Robert Orr from Gale Slump
14 S $23\frac{3}{4}$ W 294 feet to a stake 8 feet North
15 of a Locust and at the end of a Rock
16 fence thence with Orr line S $39\frac{1}{4}$ W 450
17 feet N $52\frac{1}{2}$ W 258 feet thence leaving Orr
18 line and with a near fence S $40\frac{1}{4}$ W 477
19 feet to a sugar tree S $46\frac{1}{2}$ W 383 feet
20 to a stake at the end of a rock fence
21 thence with line of Orr and said
22 Slump from Wilson S $52\frac{1}{4}$ E 1063 feet to
23 a stake on the south side of road
24 and on a line of said Borron's land
25 and with lines of same N 41 E 117 feet N 26
26 E 594 feet to a Locust N $4\frac{3}{4}$ E 363 feet
27 to the Beginning. Containing 28 acres
28 more or less. The second of said
29 tracts of Land is known as the land
30 of the heirs of W. N. S. Borron Jr and
31 is bounded as follows to wit:
32 Beginning at a stake at E. corner

1 of Lot No 13 and on the original line
2 of old Deed and being a lot from said
3 saguaro, S 50 E 7 feet thence with
4 old line N 45 1/4 E 233 feet to a stake
5 with 2 Buckles marked as pointers
6 and being from them N 25 1/2 E 20
7 feet and S 70 E 18 1/2 feet thence with
8 Old line S 50 1/4 E 862 feet to a Sugartree
9 on the South edge of road and near
10 a Barn thence S 60 1/2 W 250 feet to a stake
11 on the North edge of road and corner
12 to Lot No 13 and with line of same
13 N 50 1/4 W 800 feet to the Beginning conta-
14 ining 4 2/5 Acres more or less!

15 The Third of said Tracts of Land
16 is the same conveyed by John Wiley
17 to W. N. H. Deane and is known as the
18 Catherine Tyler land and is bounded
19 as follows to wit Beginning at the N.E.
20 Corner of Lot No 11 and on the old
21 line with a Red But Painter about
22 8 feet E of said stake and on the old
23 line thence with said line N 45 1/4
24 E 316 feet to a stake corner to Lot
25 No 13 and with a line thereof S 50 E
26 597 feet to a stake 4 poles W of a
27 sugartree S 54 1/4 W 168 feet to a cedar
28 S 46 1/4 E 331 feet to a Sugar tree on the
29 North side of Road and with same
30 S 35 W 124 feet to a stake and near to
31 Lot No 11 and with a line of same N 50 1/4
32 W 828 feet to the Beginning containing

1 $4\frac{97}{100}$ acres more or less. Whithin this
2 last lot is a road way and not in-
3 cluded within this conveyance and is
4 to be 20 feet wide, and the E. line of said
5 road is to be as follows: Beginning at
6 a sugar tree on the North edge of the
7 same called for above thence at $46\frac{1}{4}$
8 N 231 feet to a cedar the above des-
9 cribed at $53\frac{1}{2}$ N 243 feet at 50 N 228
10 feet at 86 N 128 feet to a stake upon
11 the North line of lot and 58 feet E of
12 the N.W. corner of the above lot and
13 the West Lines of said road are to
14 be parallel and 20 feet from the
15 above line containing $38\frac{1}{100}$ acres to be
16 counted out of the above surveyed
17 to be paid for $4\frac{59}{100}$ acres. The said
18 three tracts of land aggregating 36
19 and $88\frac{1}{100}$ acres more or less. Together
20 with all the appurtenances to the
21 said land belonging or in any
22 wise appertaining. To have and
23 to hold the said three tracts of
24 land with their appurtenances
25 aforesaid unto the said Henry L
26 Seamp his heirs and assigns forever
27 And the said W. N. S. Seamp and Minerva
28 Seamp his wife covenant with the
29 said Henry L Seamp that they have
30 the right to convey said three
31 tracts of land to the said Henry
32 L Seamp: That the said Henry L Seamp

1 shall have quiet possession of said
2 three tracts of Land; that three tracts
3 of Land, are free from all encumbrances:
4 and that they the said W. N. G.
5 Seamp and Minerva Seamp his wife
6 will warrant generally the said
7 three tracts of Land hereby conveyed
8 And it is understood that the said
9 W. N. G. Seamp and Minerva Seamp his
10 wife expressly reserve herein one
11 half of the timber on the third and
12 last mentioned tract of Land, being
13 the same amount of timber which
14 John Gilley reserved in his conveyance
15 to the said W. N. G. Seamp. And it is
16 also understood and agreed, that the
17 said W. N. G. Seamp and wife and the said
18 Harry L Seamp shall make and keep
19 up equally a partnership fence on the
20 top of the ridge being on the north
21 line of the first of said tracts of Land
22 and also shall make and keep up equ-
23 ally a partnership fence on the north
24 side of the second of said tracts of
25 Land: And the said W. N. G. Seamp and
26 Minerva Seamp his wife, expressly
27 reserve to themselves the vendors
28 lien on the said three tracts of Land
29 hereby conveyed to secure the pay-
30 ment of the deferred purchase money
31 Witness the following signatures
32 and seals the day and year first

1 above written.

2 * W. N. S. Seamp (Seal)
3 Minerva A. D. Seamp (Seal)
4

5 County of Lee to wit:

6 I John Riddle a Justice of the
7 peace for the County aforesaid in the
8 State of Virginia do certify that W. N. S.
9 Seamp and Minerva Seamp his wife whose
10 names are signed to the writing above
11 bearing Date on the 20th Day of March 1893.
12 have acknowledged the same before
13 me in my County aforesaid.
14 Given under my hand this the 19th
15 day of May 1893.

16 John Riddle J. P.
17

18 Virginia Lee County to wit;

19 In the office of the clerk of the
20 said County May 27th 1893 this Deed
21 was presented and together with
22 the certificate thereto annexed was
23 admitted to record.

24 Teste J. R. Gibson C. C.

25 A Copy Teste: S. V. H. Richmond Clerk
26

27
28
29
30
31
32
W. N. S. Seamp
Minerva A. D. Seamp
John Riddle
J. R. Gibson
S. V. H. Richmond

"
"

"
"


R. Deed Book
No 23-
Page 377

1 This Deed made this the 29th day of Septm
2 1888 by and Between Wm N. S. Slump and
3 Minerva Slump his wife of the County of Lee
4 and State of Virginia of the first part and
5 Elbert Flanory of the County and State
6 of aforesaid of the second part Witnesseth
7 that whereas the said Wm N. S. Slump
8 is indebted to James M. Flanory of the
9 County of Wise in the State of Virginia
10 in the sum of Sixteen hundred
11 (\$1600) Dollars with interest thereon
12 from the 29th Day of September 1888 and
13 is to become due and payable on
14 the first Day of January 1890 and
15 evidenced by a note bearing ^{own} date with
16 this Deed. And the said Wm N. S. Slump
17 and Minerva his wife being desirous
18 to secure the payment of said note
19 have in consideration of the premises
20 aforesaid as well as in consideration
21 of the sum of one Dollar, cash in hand paid
22 the receipt of which is hereby acknow-
23 ledged, the said Wm N. S. Slump and
24 Minerva his wife have this Day barg-
25 ained and sold and by these presents
26 do grant bargain sell and convey
27 with Covenants of general warranty
28 unto the said Elbert Flanory all that
29 certain tract or parcel of Land situated
30 lying and being in Turkey Cove Lee
31 County Virginia containing sixty acres
32 or be the same more or less with being

1 Composed of two parcels of Land adjoining
2 each other one of which was purchased
3 by the said Sleep from G. H. Wilson and
4 the other was purchased by him
5 from the heirs of Joseph Sleep deceased
6 and is a part of the Wm. N. S. Borron home
7 place and is bounded as follows to wit:
8 "Beginning" at a stake in a line of
9 J. H. Sleep land and also a corner of
10 R. W. Orr's land and with said Sleep
11 line to a stake in another line of
12 the said R. W. Orr's land and with
13 lines of the same to a small Locust
14 in a line of the land owned by W. N. S.
15 Borron at the time of his death and
16 with a line of the same and said
17 Orr's line to the main road and
18 with said road to a stake corner to
19 the lot assigned to the heirs of Joseph
20 Borron Deceased in the position of the
21 land of the said Wm. N. S. Borron deceased
22 and with a line of the same and said
23 road to a line of the land of J. H. P. Borron
24 then with his lines around the grave
25 yard back to the road and with the
26 same to R. W. Orr's line (of his wood land
27 fence) and with the same to the Begin-
28 ning To have and to hold to him
29 the said Elbert Fleury and his heirs
30 forever. In trust Nevertheless to secure
31 the full and complete payment to the
32 said James M. Fleury of said sum of

1 Sixteen hundred (\$1600.) Dollars above
2 named, and such interest as shall
3 accumulate thereon and the expenses of
4 drawing and recording this Deed and
5 such Commissions as such trustee
6 shall be entitled to under this Deed
7 in accordance with the laws of Vir-
8 ginia And should the said Wm W. G. Kemp
9 pay to the said James M. Flanery said
10 sum of sixteen hundred dollars together
11 with its interest and for drawing
12 and recording and recording this Deed
13 on or by the first day of January 1890
14 then it shall be the Duty of said
15 Trustee to release this Deed and the
16 Trust herein created But should
17 he fail to pay the same together with
18 its interest and the expense of draw-
19 ing and recording this Deed on or
20 by said first Day of January 1890 then
21 it shall be the duty of said Trustee
22 as soon thereafter as he shall be
23 requested so to do by the said James M.
24 Flanery his heirs Executors or admin-
25 istrators to sell said tract of land
26 or enough thereof to pay and discharge
27 the same said sale shall be made
28 at the Court house door of Lee County
29 on a Court Day to the highest bidder
30 for cash in hand and out of the pro-
31 ceeds of said sale said Trustee will
32 first pay the costs of Drawing and

1 according this Deed, he will next pay
2 to himself commissions for his trouble
3 as provided in section 2442 Code of
4 Virginia edition 1887 he will then
5 pay to James M. Flanory the amount of
6 his debt principal and interest or
7 such part thereof as may on the
8 day of sale remain unpaid, he will
9 then pay any residue that may remain
10 in his hands to the said Wm. N. S.
11 Seumpf But before selling said Trustee
12 will advertise the time terms and
13 place of sale for at least 20 Days before
14 day of sale by posting written or
15 printed notices thereof at three or
16 more public places in said County
17 one of which shall be on court house
18 door in Jonesville and two others in
19 the neighborhood where said land is
20 situated. And the said Wm. N. S. Seumpf
21 and Minerva his wife, covenant to and
22 with the said Elbert Flanory that they
23 are lawfully seized of said land that
24 they have right to convey the same
25 that it is free from incumbrances
26 and that they will forever warrant
27 and defend the title to the same
28 against the lawful claim or claims of
29 all persons whomever. Witnesses the
30 following signatures and seals this
31 the day and date first above written.

Wm. N. S. Seumpf 

Minerva Seumpf 

1 State of Virginia } to wit:
2 County of Wise }

3 I W. S. Bowers a Notary Public
4 for the County aforesaid, in the State of
5 Virginia, do certify that Wm N. G. Sump
6 whose names is signed to the writing
7 above bearing date on 28th Day of September
8 1888 acknowledged the same before me
9 in the County aforesaid. Given under
10 my hand this 28th day of September 1888.

11 W. S. Bowers Notary
12 Public

13 Virginia Lee } to wit:
14 County }

15 I John Riddle a Justice of the
16 Peace in and for Lee County in the State
17 aforesaid do certify that Minerva Sump
18 wife of W. N. G. Sump whose names are
19 signed to the annexed Deed bearing
20 date on the 28th Day of September 1888
21 acknowledged the same before me
22 in my County aforesaid. Given under
23 my hand this the 2nd day of October 1888.

24 John Riddle J. P.

25
26 Virginia Lee County Court, clerk's office
27 Octr 3rd 1888. The foregoing Deed, dated
28 Sept 28th 1888 between Wm N. G. Sump wife
29 of the one part and Elbert Flanary of the
30 other part all of Lee County Virginia, was
31 today filed in this office and is admitted
32 to record upon the certificate thereon.

Teste John B. Gibson clerk
A Copy-Teste: D. W. Richmond clerk

W. N. S. Semp & wife

To } Copy Deed

Elbert Flannery

~~_____~~

Deed Book 23

Page 277

"D"

O. F. 125

1 This Deed made this the 30th Day of
2 October 1892 by and Between W. H. S.
3 Seamp of Lee Co Va party of the first
4 part and C. M. Seamp of Lee Co Va party of
5 the second part: Witnesseth that for
6 and in consideration of two hundred
7 + fifty Dollars in hand paid and
8 the party of the second part agreeing
9 to pay and assuming ~~the~~ ^a certain
10 Deed of Trust given to Jas. M. Flanory
11 by said first party on said tract
12 of Land. The amt remaining unpaid
13 amounts to Three hundred + twenty
14 five Dollars last March which, ^{said} ~~deed~~
15 of Trust is on record at Jonesville
16 Va and made a part of this agreement
17 The party of the first part bargains
18 sells and conveys to the party of the
19 second part the following described
20 tract of Land to wit: a certain tract
21 of Land lying and being in Lee County
22 Va containing about 30 acres more
23 or less adjoining the lands of Frank
24 + R. L. Seamp on the West and North H. C.
25 Seamp on the South and R. W. Orr on East
26 Being lands Deeded to said Seamp
27 by G. A. Wilson and his wife Mary
28 Wilson and G. A. Wilson atty for
29 W. J. Wilson and Susan Wilson his
30 wife Recorded at Jonesville Lee Co Va
31 in Deed Book 22 Page 402.
32 To have and to hold unto the said

1 party of the second part his heirs and
2 assigns forever with rights of general
3 Warranty. Given under my hand and
4 seal this the 23rd Day of November 1892.
5 W. N. S. Seamp *(Seal)*

6 State of Va }
7 County of Wise }

8 J. W. Forsaley a Notary Public
9 for the County of Wise State of Va do certify
10 that W N S Seamp whose name is signed
11 to the foregoing Deed bearing date Oct 3rd
12 1892 acknowledged the same before me
13 to be his act and Deed. Given under
14 my hand this the 23rd Day of November 1892.
15 Wm. J. Forsaley
16 A. P.

17 Virginia Lee County to wit:

18 In the office of the clerk
19 of the said county the 25th Day of Nov 1892
20 this Deed was presented and together
21 with the certificate thereto annexed
22 was admitted to record.

23 Teste: D. V. F. Richmond

24 Clerk
25 A Copy Teste: D. V. F. Richmond Clerk
26
27
28
29
30
31
32

W. N. S. Semp
Lo } Copy Deed.

C. M. Semp

R. Deed Book No

29 Page 463

"S"

Examined

C. J. 40

Virginia

at a circuit court continued and
held for Lee County at the Courthouse
thereof on Friday June the 15th 1894

W. S. Hurst

Plff

vs

W. R. S. Slump, C. Slump & M. D. Collier Dft

In Debt

This day came the parties by their attor-
neys, and the plaintiff demurred to the de-
fendants plea in abatement filed at
rules which demurrer was sustained, and
the defendants filed their plea in writing
to which the plaintiff replied generally, and
thereupon the defendants filed their bill
asking for a discovery of the dealings
between the plaintiff, and the said defend-
ants to which the plaintiff filed his ans-
wer, and by agreement of parties a jury is
waived, and by like agreement of parties
it is considered by the Court that the plain-
tiff recover against the defendants for
\$792⁰⁰ with legal interest thereon from
the 15th day of June 1894 till paid, and it is
further considered by the Court that the
defendants recover against the plaintiff
their costs about their defence in this
behalf expended except an attorneys fee in
the bill of discovery.

A copy Teste A. B. Munsey Clerk

W. S. Hurst
Copy of Judgment
W. H. S. Sempeter

"J"

C 25

Virginia

At a circuit Court continued and
held for Lee County at the Court-house
thereof on Monday June the 11th 1894
Powells Valley Bank

Plffs

vs

In Debt

W. N. G. Slump, C. Slump & C. E. Flanary Defts

This day came the parties by their attorneys
and thereupon the plaintiff by its attorney de-
murred to the defendants W. N. G. Slump's
plea in abatement filed at rules in which
the defendants joined, and said demurrer
being argued is sustained. To which action
of the Court in sustaining the demurer to
said plea the said defendants excepted and
tendered his bill of exceptions which was
signed sealed by the Court, and made
a part of the record in the cause. And no
further plea being offered by said defendant
and none by the other defendants: It is
considered by the Court that the plaintiffs
recover against the defendants \$874⁰⁰,
Eight hundred and seventy four dollars
and legal interest thereon from the 31st day
of August 1893; till paid and the Costs. And
on motion of W. N. G. Slump who suggests
that he feels aggrieved by the judgment of
the Court on his said plea in abatement

and intends to appeal therefrom it is ordered that the execution of this judgment be and is hereby suspended for sixty days upon the said defendant executing bond before the clerk of this court in the sum of \$2500 ⁰⁰ conditioned according to law

Powell's Valley Bank
Copy of Judgment
Wm. H. H. Hump et al

"K"

17

List of Liens on the Land sold by
W. N. G. Slump to H. C. Slump.

"1"	Deed of trust to Albert Flanary, trustee for the benefit of J. M. Flanary. Deed dated and acknowledged Sept. 28, 1888, and recorded Oct. 3, 1888. Bal. due as of June 4, 1894,	331	71	331	71
"2"	Judgment in favor of John Barron (col) vs. J. P. Barron, W. N. G. Slump and C. M. Slump - Obtained Oct. 15, 1892, for - - - - - Int. from July 9, 1892, to June 4, 1894, Costs, - - - - -	90	31	10	31
		13	80	114	42
"3"	Judgment in favor of Goodloe Bros. vs. J. P. Barron and W. N. G. Slump - Obtained Mar. 10, 1893, for - - - Int. from July 3, 1892, to June 4, 1894, Costs, - - - - -	357	75	40	50
		10	27	402	52
"3"	Judgment in favor of Henry Graham vs. W. N. G. Slump - Obtained March 15, 1893, for - - - - - Int. from Apr. 1, 1890, to June 4, 1894, Costs, - - - - -	82	60	20	64
		8	92	112	16
				960	81
"A"	Judgment in favor of J. F. Necessary vs. W. N. G. Slump and J. P. Barron - Obtained June 15, 1893, for - - - Int. from Mar. 19, 1892, to Mar. 29, '92, Costs, - - - - - Amt. due Mar. 29, '92, Cr. Mar. 29, 1892, Bal. due Mar. 29, 1892, Int. on same from Mar. 29, '92, to June 4, '94,	378	00	1	89
		10	41	390	30
		159	00	231	30
		30	25	261	55
				261	55

List of Liens
"L."

A List of Liens, with their Priorities,
on the land sold and Conveyed by
W. N. G. Slump to H. C. Slump

"A."	<p>Judgment in favor of C. Wade vs. W. N. G. Slump and John Barker for \$116⁰⁰, with interest on \$90⁰⁰, part there of, from the 9th day of Oct. 1885; and on the residue thereof, \$26⁰⁰ from Oct 9th, 1889, till paid, and the costs \$10.28. Subject to Credit of Check on Bank of Big Stone Gap, which was paid Oct. 29, 1892, Balance due last date, Interest on \$91.15 from Oct 29 '92, to Nov. 1, '93;</p>	#91 15- 16 43	107 58 78 81
"B."	<p>Deed of Trust to Elbert Flanary for the benefit of J. M. Flanary; dated and acknowledged Sept. 28, 1888; subject to various credits shown on copy of note filed with J. M. Flanary's deposition. Balance due Feb. 27th, 1893, the date of the last credit, Interest on same to Nov. 1, 1893;</p>	#308 15- 49 50	357 65-
"C."	<p>Judgment in favor of John Barron vs. J. P. Barron and W. N. G. Slump, dated 25 Apr. '93, for \$103.91, with interest from Jan. 11, '93, till paid, and \$2⁰⁰ Costs. Sub- ject to Cr. \$23.45; paid Jan. 21, '93, and \$80 paid Apr. 30, 1893, Bal. due last date, Interest on same to Nov. 1, 1893;</p>	3 85- 57	4 42
"D."	<p>Judgment in favor of Goodloe Bros. against J. P. Barron and W. N. G. Slump, dated March 10th, '93, with interest on same from July 3, '92, Interest on same to Nov. 1st 1893; Costs at law,</p>	351 75- 70 21 10 27	432 23
"D."	<p>Judgment in favor of Henry Graham vs. W. N. G. Slump, with interest on same from Apr. 1st 1890, \$82.60, Interest to Mar. 19, '94, Amt. due Mar. 19, '94, Cr. Mar 19, '94, Bal. due Mar 19, '94, Int. on same to Nov. 1, 1893; costs at law, Amt. forward,</p>	#82 60 16 72 99 32 30 00 69 32 6 72 8 92	84 96 \$986 84

~~986~~ 84

469 40

77	45	5-46	85-
----	----	------	-----

~~8~~ 153369

~~15-33.69.~~

Q-951
-86-55

7.9375

A List of Liens, with their Priorities, on the tract of land conveyed by N. N. G. Slump to C. M. Slump, which Deed was acknowledged on the 23, and recorded on the 25 day of Nov. 1893.

"1"	Bal. on judgment in favor of C. Wade, as reported in list "8," herewith filed, [said judgment marked "A" in said list], - - - - -	107	58	107	58
"2"	Deed of trust in favor of J. M. Flannery, marked "B," in said list "8," - - - - -	357	65	357	65
"3"	Bal. on judgment in favor of John Barrow & N. N. G. Slump, marked "C," in said list "8," - - - - -	4	42	4	42
"4"	Judgment in favor of Goodloe Bros. vs. J. P. Barrow and N. N. G. Slump, marked "D" in said list "8," - - - - -	432	23	432	23
"4"	Bal. on judgment in favor of Henry Graham vs. N. N. G. Slump, marked "D" also in said list "8," - - - - -	84	96	84	96
"5"	Judgment in favor of J. F. Necessary vs. J. P. Barrow and N. N. G. Slump, dated June 15, 1893, with interest on same Mar 1 st , '92,	378	00		
	Int. on same to Mar 29, 10 days,		63		
	Amt due Mar. 29, '92,	378	63		
	Cr. same Mar. 29, '92,	159	00		
	Bal. due Mar 29, '92,	219	63		
	Int. on same to Nov. 1, 1895-	47	29		
	Costs at law,	10	41		
	Amt. due Nov. 1, 1895;	277	33	277	33
"5"	Judgment in favor of J. A. Jester vs. N. N. G. Slump & J. P. Barrow, dated June 15 th , 1893, with interest on same from Oct. 7, 1892,	228	00		
	Int. on same to Nov 1 st , 1893;	41	95		
	Costs at law,	8	04	277	99
"6"	Judgment in favor of L. D. Ward vs. L. D. Ward and N. N. G. Slump, dated Nov. term 1893, with interest from Dec. 13, 1894,	184	70		
	Cr. \$81.50, Sep 12, 1891, and \$20, May 26, '93, and interest on both credits Dec 13, '94	119	24		
	Bal. due Dec. 13, '94,	65	46		
	Int. on same to Nov. 1, 1895;	3	47	68	93
	Amt. forward,			1611	09

This judgment is fully settled with M.D. by Mr. N. G. Slump
Mar 3 1895 J. A. Pennington

To this sum bro't forward,
costs at law in case of L. D. Ward vs.
S. L. Ward & N. N. G. Slump, as shown on
opposite side,

1611	09	1611	09
			959

"7"

Judgment in favor of Morgan &
Anderson vs N. N. G. Slump, &
~~Slump and C. E. Flannery~~, dated
Dec. 21, 1893, with interest on
same from Aug. 18, 1893,
Int. on same to Nov. 1, 1895;
Cost on same

30	31		
3	99		
75		35	05

Judgment in favor of Jas. Penning-
ton vs N. N. G. Slump and M. D.
Collier, for \$739.22, with interest
July 31, 1890, till paid, Subject
to the following credits: \$21, May
4, 1891; \$100, June 6, '92; \$338.17,
Sept 17, '94; Bal. due last date,

457	93
11	44
469	37
234	68
234	69
9	77

Int. on same to Feb. 18, '95-
Amt. due this date,
Cr. by Release to M. D. Collier,
Bal. due Feb. 18, '95;
Int. to Nov. 1, 1895-

244 46

[The costs on the above judgment was
paid out of sale of land.]

Judgment in favor of W. S. Hurst vs
N. N. G. Slump, C. Slump, and M. D.
Collier, dated June term 1894, with
from June 15, 1894,
Int. on same to Nov. 1, 1895;

792	00
65	42
857	42

"8"

Amt. due Nov. 1, 1895;
Cr. as of Nov. 1, 1895; by Amt. of M. D.
Collier's assumption for which C. Slump
releases the said N. N. G. Slump,
Bal. due as of Nov. 1, 1895-

264	42
593	00
593	00

[C. Slump having paid this judgment
is substituted to the lien of W. S. Hurst]

"9"

Judgment in favor of Powell's Valley
Bank vs N. N. G. Slump, C. Slump and
C. E. Flannery, dated June term 1894,
with interest from Aug 31, 1893,
Int. on same to Nov. 1, '95.

874	00
113	62
9	56

costs at law,
This amt. forward,

997	18
3490	37

[C. Slump and C. E. Flannery having
paid off the claims of the Bank in the
above judgment is substituted to
its rights]

	To this sum <u>brought forward</u> ,				\$3490 37
"10"	Judgment in favor of Sallie Smith vs. W. N. G. Slump and C. Slump, dated Aug 20 '94 with int. Jan 1. '92, Int. to Nov. 1 1895; costs at law,	174 96 40 24 10 86	226 06		
	[C. Slump having paid the above is entitled to <u>substitution</u>].				
"11"	Judgment in favor Mary C. Ward vs. W. N. G. Slump, J. M. Ward, sureties of L. D. Ward, Admr &c, dated Nov. term 1894, with interest from Nov. 7, 1894, Int to Nov. 1, '95; cost at law,	176 79 10 55 1 29	188 63		
"11"	Judgment in favor of M. N. Reese vs. W. N. G. Slump and J. M. Ward, sure- ties of L. D. Ward, Admr &c, dated November term 1894, with interest from Nov 7, 1894, Int. from Nov 7, '94, to Nov 1, 1895- costs at law,	173 13 10 21 36 91	219 25		
"11"	Judgment in favor of W. J. H. Ward's Est. vs. L. D. Ward, W. J. H. Ward, J. M. Ward, and W. N. G. Slump, dated Nov. term, 1894, with interest from Nov. 7, 94, Int. on same to Nov. 1, 1895; costs at law,	215 04 13 69 1 28	230 01		
"11"	Judgment in favor of J. G. Reason, Admr. &c vs. W. N. G. Slump & H. C. S. Reason, dated Nov. term 1894, with interest from Apr 15, 1894, Int on same to Nov. 1, 1895- costs at law,	143 00 13 34 8 56	164 90		
"12"	Judgment in favor of Wm Jaynes vs W. N. G. Slump and J. A. G. Hyatt, dated Feb. 26, 95, with interest from Dec. 16, 1890, Int. on same to Nov 1, 1895; costs on same This sum forward,	100 00 29 25 2 05	131 30		\$4650 52

To this sum brought forward,

4650 52

Judgment in favor of Wm Jayne
vs. W. N. G. Slump, C. Slump and
J. A. G. Hyatt, dated Mar. term,
1895; with interest from Dec. 14,
1889,

Int. on same to Nov. 1, 1895;
costs at law,

Total Liens on this tract as of Nov. 1, '95,

500 00

176 41

9 26 685 67

\$5336 19

1685 67

342 83

121 40

674 19

List of Liens, with their
Priorities on the tract
of land conveyed by
W. N. G. Slump to C. M.
Slump.

"JL"

\$5336.19.

A List of Liens directly affecting the 32-acre track of Land conveyed by the heirs of John W. Slump to R. C. and Frank S. Slump.

"1"	R. C., Annie B., Minnie Lee, F. S. and Jennie Slump, infant children and heirs at law of Jennie Slump, deceased wife of W. N. G. Slump, for money paid from the estate of their dead mother, and invested by W. N. G. Slump, their guardian in the 32-acre track, interest thereon from Jan. 1, 1892 to Nov. 1st 1895;	504 00 115 92		619 92
"2"	Judgment in favor of W. S. Hurst vs. W. N. G. Slump, C. Slump and M. D. Collier, dated June term '94, to which C. Slump is entitled to substitution to the extent of, - - - - -	593 00		593 00
"2"	Judgment in favor of Powell's Valley Bank vs. W. N. G. Slump, and C. Slump and C. E. Mahary, his sureties, June term, 1894, with interest from Aug 31, '93, interest on same to Nov. 1, 1895; costs at law;	874 00 113 62 9 56		997 18
"2"	To costs of Chancery suit instituted by W. S. Hurst vs. W. N. G. Slump, M. D. Collier and C. Slump on the 2nd above judgment, which costs were paid by C. Slump,	21 00		21 00
	Total sum preferred Liens on this track,			\$2231 10

The three last items in this statement obtained their priorities on the 32-acre track of land, by reason of the filing in the Clerk's office of the County Court of Lee County, a proper memorandum under section 2460, Code of 1887.

A List of ^{Liens} Affecting
the 32-acre tract con-
veyed by the heirs of
John W. Slump to
R. C. and F. S. Slump.

"U."

357.15 64.32
71.0.50 41.592

74.34
446.04

This Deed made this the 1st day
of November 1889, Between Hugh P
Slump and Emily Slump his wife
John A. G. Hyatt and Eliza A. Hyatt
(ne Eliza A. Slump) his wife John
H. Collier and Susan V. Collier
his wife ne Susan V. Slump, John
L. Hall and Joannah Hall his wife
ne Joannah Slump Chadwell W.
Slump and Mollie J. Slump his
wife Wm. A. G. Slump & Minerva
Slump his wife of the first part
and R. C. Slump and Frank S.
Slump children of Wm. A. G. Slump
of the second part. Witnesseth
that the parties of the first part for
and in consideration of Deed this
day executed to them by said
Wm. A. G. Slump and his wife for
their interest in the lots of land
laid off to them out of the home
farm belonging to John H. Slump at the
time of his death and their interest
in the land belonging to Clarinda
J. Slump his wife at the time of
her death lying south of the main
road as well as one dollar to
them in hand paid by the parties

of the second part the receipt
whereof is hereby acknowledged the
said parties of the first part doth
by these presents convey with cov-
nants of general warranty to R. C.
& Frank S. Stemp the following
tract of land being a part of the
home place including the mansion
house and a part of the Wilson
land, and bounded as follows
Beginning at a white oak corner
to C. M. Stemp's land S 52° W 8 poles
& 15 links to a white oak N $23\frac{1}{2}^{\circ}$ W 24
poles & 15 links to the east side
of a white oak stump N $35\frac{1}{2}^{\circ}$ W 16
poles to a set Stone N $48\frac{1}{2}^{\circ}$ E 94 poles
& 20 links to a set Stone in R. W.
Orr's line & with the same S 54° E 6
poles to a set Stone S $22\frac{1}{2}^{\circ}$ W 48 poles
to a stake S 29° W $24\frac{1}{2}$ poles to a
stake S 50° E 66 poles to pointers in
the sd John Stemp line, S $44\frac{3}{4}^{\circ}$
W $36\frac{1}{2}$ poles to a set Stone, corner
to C. M. Stemp's lot and with his
lines N 57° W 12 poles to a stake in the
road N $22\frac{1}{2}^{\circ}$ W $14\frac{1}{2}$ poles to a stake
in said road N $1\frac{1}{4}^{\circ}$ W 14 poles & 20 links

to set Stone in the road N 32°
W 24 poles + 20 links to the Beginning
Containing by survey 32 A & P holes
be the same with all its appurtenan-
ces reserving a road way as now
established through said land.
Witness the following signatures ^(and)
seals, this date, above written

John A. S. Hyatt Seal
C. M. Slemph Seal Eliza A. Hyatt seal
Mollie J. Slemph Seal H. P. Slemph Seal
W. M. S. Slemph Seal Emily ^{her} Slemph Seal
Minerva Slemph Seal John H. Collier Seal
Susan V. Collier Seal
J. L. Hall Seal
Joannah Hall Seal

Virginia Lee County to Wit:

J. J. A. S. Hyatt Clerk of the circuit
court for County & State of Virginia do
hereby certify that Hugh A. Slemph
and Emily Slemph his wife J. A. S. Hyatt
& Eliza A. Hyatt his wife John H.
Collier & Susan V. Collier his wife
John Hall and Joannah Hall his
wife and Charles M. Slemph and
Mollie J. Slemph his wife W. M. S.
Slemph & Minerva Slemph whose
names are signed to the foregoing

Deed each personally appeared be-
 fore me and acknowledged said
 writing to be their joint act and
 deed for the purposes therein sta-
 ted. Sworn under my hand this
 2nd Day of Nov. 1889.
 J. A. Hyatt Clerk.

Virginia Lee County Court
 Clerk's Office Nov 19th 1889.

The foregoing Deed bearing date
 Nov 1st 1889 between John A. S. Hyatt
 and others of the first part, and
 R. C. Slump & Frank S. Slump, chil-
 dren of Mrs. S. G. Slump of the other
 part, was this ^{day} filed in this
 office and together with the for-
 going certificate thereto attached
 admitted to record.

Teste John P. Gibson
 Clerk

A copy - Teste S. V. F. Richmond
 Clerk

R. C. & Frank S. Slump

To { Deed from

H. V. Slump et al

Recorded in Deed

Book No. 24

Page 367

S. V. F. Richmond

Clerk

Oct 73 Paid

by C. Slump

C. Slump.

Big Stone Gap, Va. 189-

417

Received of C. Slump this the
24th day of January 1895. The
sum of (\$822.12) Eight hundred and
twenty two dollars and twelve cents
it being the principal and interest
of a judgment rendered on the
15th day of June 1894 against
Jm. N. W. Slump, M. D. Collier,
and C. Slump for (\$794.) seven
hundred and ninety four dollars,
in favor of myself. Also (\$41) twenty
one dollars it being the cost
of a Chancery suit instituted
against the aforesaid parties in
the Circuit Court of Lee Co. Va.,
for the collection of the aforesaid
fragment. Total receipt \$843.12.

Given under my hand the day
and date above written.

W. S. Hunt

"H. S. Hurst - Receipt"

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of

Wm. J. G. Slump
and John B. Barker
on 90p writ therefrom Oct. 1885 and on \$26.00 residue
late in your Bailiwick, you cause to be made \$ 116.00, with legal interest thereon from the 9
day of October, 1889, till payment, which

Castleton Wade
lately in our Circuit Court of Lee County, has recovered against them by suit for Debt
Also, \$ 10.28, which to the said Wade

in our Court were adjudged for his costs in
that behalf expended whereof the said Slump and Barker

are convicted, as appears to us of record. And that you have the
same before the Judge of our said Court at the Court House on the first Monday in June
next, to render to the said Castleton Wade
of the Debt and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 15th day of April 1892, in the 116 year of the Commonwealth.

J. A. G. Hyatt Clerk.

66.53
3 1.00
A 2.50
Colo .25
\$10.28

1 Received of L. Slump \$7.11 Seven
2 dollars & eleven cents the amount of my
3 fees in the law cause of Sallie Smith
4 against W. N. G. Slump et al this the 17th
5 day of June 1895.

6 A. B. Munsey Clerk
7
8
9

Ac B money
Debt

#7-11

ME

18

30

65

28

27

96

95

24

470.35
479.45
 949.80

Powells Valley Bank

Paid in debt
 } Jud. in b. b. t.

as
 W. B. Slump B. Slump + B. E. Flanary Defts

Received of Col. B. Slump + Chas E Flanary their securities of W. B. Slump on the note for which said judgment was rendered the sum of nine Hundred and forty nine dollars and 80 cents which is payment in full of the principal interest and cost. \$470.35 was paid by B. E. Flanary Sept 27 1894 and \$479.45 was settled this day by B. Slump

Henry J. Mergens for
 Powells Valley Bank
 January 22 1895

"Powell's Valley Bank"
"Receipt"

PENNINGTON BROS.
ATTORNEYS-AT-LAW,

167
32.35
vs. 35
\$199.35

Jonesville Va.,
Feb. 1st 1890

Received of C. Slump
on the note & judgment
which Lucie Smith has
against him and W. N. G.
Slump, two notes, one for
one hundred and sixty
seven dollars and the other
for thirty-two & 35/100 dollars.
Said note & judgment ~~was~~ was
against C. Slump as surety
of said W. N. G. Slump. \$2.50.
of said last note is for
att. fee in the case wherein
judgment was obtained. The resi-
due of said two notes is the principal
and interest of said judgment to
date.

E. W. Pennington

E. W. Pennington

To Receipt

\$199.35-

28#

H. B. Munsey, Clerk.

Office of

Circuit Court Lee County,

256.61 1/3

76983 Jonesville, Va.,

76984

15597

92581

35-1.46 2/3

105438

105440

2108189

12.65-

97 5- 18

95- 11 1

1-6-17

.06

.03

.003

.092

23.

8

31.

L

78.80

691

3.85-

.093

1155-

3465-

35805-

B. H. Sewell Atty

Lay

Lay

L. M. Wade 78.80

Deb

6.91

85.71

John Barrow

4.42

Deb

.35-

4.77

Goodloe Bros. \$ 172.27

\$ 15-00

12.65-

out 9.26

74.34

.093

22302

66906

691362

Commonwealth of Virginia,

To the Sheriff of Lee County, Greeting:

We command you that of the goods and chattles of

W. N. G. Slemp

late of your bailwick you cause to be made \$ *82 ⁶⁰/₁₀₀*, with legal interest thereon from the

1st day of *April* 1890, 'till payment, which *Henry Graham*
circuit lately in our ~~county~~ court of Lee county, has recovered against *him* suit for *debt*

also \$ *8.92 ⁰⁰/₁₀₀*, which to the said *Graham* in our court were adjudged for
his costs in that behalf expended whereof the said *W. N. G. Slemp*

convicted as appears on record. And that you have the same before the Judge of our court at
the court-house on the first Monday in *November* next to render to the said

Henry Graham

of the *debt* and costs as aforesaid. And have then there

this writ. Witness *A. B. Munsey* ~~S. V. F. Richmond~~, Clerk of our said court at the court-house, this the

30th day of *August* 1893, in the 118 year of the commonwealth.

A. B. Munsey Clerk.

C 479

S 50

A 250

cc 25-

mc 88

\$ 8.92

Henry Graham

US. FI-FA.

W. N. G. Sump

To 1st Nov Rules 1893

This Execution
held up by Hender
Graham for a new
Execution this
July the 19-1894
L. M. Wade D. J. for
C. E. (January
S. L. C.

C. Sleep and C. E. Tilmony Petitioners
vs

H. C. Sleep and the other defend
ants in the Chancery Cause of ~~W. S.~~
W. S. Hurst, John A. G. Hyatt, and
A. G. Hyatt, private bankers doing
business under the name and
style of Remington Gap Bank,
vs H. C. Sleep et al, defendants
In Chancery.

Memorandum.

Whereas C. Sleep and C. E. Tilmony
have filed their petition in the
Chancery cause of W. S. Hurst
John A. G. Hyatt, and A. G. Hyatt,
private bankers doing business
under the name and style of
Remington Gap Bank against
H. C. Sleep et al, now pending
in the Circuit Court for Lee
County Virginia, the general
object of which is to enforce
a certain vendors lien therein
named to the payment of a purchase
money bond, ~~therein~~ to ascertain
the several liens, ^{and their priorities} existing against
the lands of W. S. G. Sleep, and
to subject said lands to the payment

Of the debts of the said W. N. C. Sleep
therein set out, and to set aside
the deed therein mentioned from
W. N. C. Sleep to C. M. Sleep
Monked Exhibit "E". Now, the
object of the said petition filed
in said cause by the said C.
Sleep and C. E. Flannery, is
to have the plaintiffs in said
suit to amend their bills so
that the said C. Sleep and C. E.
Flannery may be substituted
to the rights of Henry J. Morgan
and Isaac S. Anderson, late
partners, and private bankers
doing business under the
name and title of Powell's
Valley Bank, the judgment
creditor of the said W. N. C.
Sleep, and in addition to the
lands in said suit sought to be
subjected to the payment of
the debts of the said W. N. C.
Sleep, to have the deed from
W. N. C. Sleep and the other heirs
of John N. Sleep died, to H. C.
Sleep and Frank S. Sleep set

aside, and the land therein
described subjected to the same
purpose, and that out of the
proceeds of said lands they
be paid the sum of $\$949\frac{86}{100}$
with ^{interest} on $\$470\frac{25}{100}$ part thereof from
September 27th 1894, and interest
on $\$479\frac{45}{100}$ the residue thereof
from January 22nd 1895 till
paid, the amount they paid
the said Rawlles Valley Bank
for the said W. H. G. Slemp.

The lands sought to be reached
by this memorandum, are as fol-
lows: First, The Tract of land
Containing 30 acres more or less
lying in Lee County Virginia, and
fully described in a deed dated
October 3rd 1892. from W. H. G. Slemp
to C. M. Slemp; recorded in the
Clerk's Office of the Lee County
Court, in deed book 29 page
463, and a copy of which is filed
in said suit - marked Exhibit "E".
Second, A certain Tract of land
Containing 32 acres and 97
pales more or less, lying in Lee

Virginia Lee County to Wit:
 In the Office of the Clerk
 of said County the 7th day of March
 1895 this ^{Deed} was presented
 and admitted to record
 S. V. T. Richmond

County Virginia, and fully
 described in a deed dated
 November 1st 1889, from W.
 H. G. Sleep and the other heirs
 of John W. Sleep dead, to R. C.
 Sleep and Frank S. Sleep,
 recorded in the Clerk's Office
 of the Lee County Court, in deed
 book 24 page 367, and filed as
 an exhibit in said petition
 marked "D." The said petition
 so far as this memorandum
 is concerned is intended to
 effect only the two Tracts
 of land above described,
 which the said W. H. G. Sleep
 claims to have conveyed to
 C. M. Sleep, and R. C. Sleep and
 Frank S. Sleep, by the said
 two deeds above mentioned

C. Sleep
 C. E. Flannery

B. H. Durrell atty.

Virginia Lee County to Wit-

In the Office of the Clerk of said
 County the 8th day of February
 1895 this ^{Deed} was presented and
 admitted to record

Filed for record
 March 7th 1895
 S. V. T. Richmond
 Clerk
 C. Sleep R. C. E. Flannery
 as Co Defendants.
 H. C. Sleep et al.

Recorded
 in Deed
 Book 2703
 Page 161
 Examined
 Recorded in Deed
 Book 2703 Page 161
 S. V. T. Richmond
 Clerk

Filed for record
 Feb 8th 1895
 S. V. T. Richmond
 Clerk

The Commonwealth of Virginia:-

To The Sheriff of ~~Lee~~ the County of Lee,
Greeting:

We command you, That of The goods and chattels of W. N. G. Slump in your bailiwick, you cause to be made (\$82.60) Eighty-two dollars & sixty cents with interest at the rate of six per centum per annum from the 1st day of April 1890 until paid, which Henry Graham late in our Circuit Court of the County of Lee, has recovered against the said W. N. G. Slump, as well for a debt as interest thereon; also (\$9.60) nine dollars and Sixty cents, which to the said in The same court were adjudged for his costs by him about his suit in that behalf expended, whereof the said Slump convicted as appears to us of record. And how you shall execute this writ make known at the rules to be holden in the Clerk's Office of our said Circuit Court, on the 1st Monday in May next. And have then there this writ.

Witness, A. B. Munsey, Clerk of our said court, at the Court-house,

H.C. 4.79
 S. .50
 A. 2.50
 M.C. 1.56
 Co.C. 25-
9.60

the 5th day of March 1894, and in
 the 118th year of the Commonwealth.
 A.B. Munsey, clerk.

Endorsement.

Came to hand 5th day Mch 1894, at
2 o'clock, P. M.

To 1st May Rules 1894
 Circuit Court.

Levy.

Levied on by me one Bay Mare
 10 years old & one Bay Colt 9
 months the property of W. N. G.
 Sleups to satisfy the within ex-
 ecution this Aprile the 17-
 1894.

L. M. Wade, D.S.

for C. E. Flannery,
 S. L. C.

Credit.

Cr. the within execution by (\$30.00)
 Thirty dollars This March 19/1894

A copy teste:

A.B. Munsey clerk

Henry Graham
vs $\frac{3}{4}$ F. La.
W. N. Slemp.

Copy to prove
Credit of \$30.00

Penn Gap Bank
vs. $\frac{3}{4}$ Chy.
H. C. Slemp et al

Copy 25¢

—OFFICE OF—
COOK'S PALACE,
A. W. COOK, OWNER.

THE MOST MAGNIFICENT HOUSE KEPT IN SOUTHWEST VIRGINIA.

Jonesville, Va., 189

J. M. Fleming
Albert Fleming Trustee
to M. Stenup

John Barron (C)

Goodloe Bros

Henry Graham

J. F. Necessary
Jesse

Bill should be amended
so as to make the above
partus chfts & the exceptions
to the Report of Comr Coins
should be reserved

37	62 47
62	57.29
60	58 50
200	41 78
6.50	47 45
460	<u>267.49</u>

37
100
10.00
400
200

254. R.S. 20.80

600
100
6.25
4.62

75-
75-

1.62

3.00

37-
75-

3.00

2212

2.00

1.20

3.00

1.50

3.50

1.50

1.20

99.73

18.00

108.00

24.

60

1.92

193.92

25.511

89.880

72.11
46.297

78.15

88.297

10.65

403.27

193.92

209.35-

62.47

146.88

2080.

57.29

78.09

110.00

150.00

338.00

W. S. Sleep & Co

Jamsville 92.03

Bo St. 403.27

H.S. 508.52

R.H. 304.52

1298.38

C. Slump Petitioner

vs

H.C. Slump, and the other defendants in the Chancery cause of W.S. Hurst, John A. G. Hyatt, and A.G. Hyatt, private bankers doing business under the name and style of Pennington Gap Bank, vs H.C. Slump et al, defendants. In Chancery.

Memorandum.

Whereas C. Slump has filed his petition in the Chancery cause, of W.S. Hurst, John A. G. Hyatt, and A.G. Hyatt, private bankers doing business under the name and style of Pennington Gap Bank, against H.C. Slump et al, ~~as above~~ stated, now pending in the Circuit Court for Lee County, Virginia, the general object of which is to ~~enforce~~ ^{and then, priorities} a certain vendor lien therein named to the payment of a purchase money bond, to ascertain the several ^{and then, priorities} liens existing against the lands of W.A. G. Slump, and to subject said lands to the payment of

the debts of the said W. N. G. Slemp,
~~therein set out,~~
and to set aside the deed therein
mentioned from W. N. G. Slemp to
C. M. Slemp, marked exhibit "E".
Now, the object of this ^{said} petition filed
in said cause by the said C. Slemp,
is to have the plaintiffs in said
suit to annul their bills so that
the said C. Slemp may be substituted
to the rights of the said W. S. Hurst
the judgment creditor of W. N. G.
Slemp and M. D. Callier, and in
addition to the lands in said
suit sought to be subjected to
the payment of the debts of the
said W. N. G. Slemp, to have the
deed from W. N. G. Slemp and the
other heirs of John W. Slemp dec.,
to M. C. Slemp, and Frank S. Slemp
set aside, and the land therein
described subjected to the same
purpose, and that out of the proceeds
of said lands he be paid the
sum of \$843 ¹²/₁₀₀ with interest from
January 24th 1895 till paid. The
amount he paid the said Hurst for
said W. N. G. Slemp. The lands

sought to be reached by this
Memorandum is as follows.
First, The tract of land contain-
ing 30 acres more or less, lying
in Lee County Virginia, and fully
described in a deed ~~dated~~ October
3^d 1892, from W. N. G. Slunk D.C.
M. Slunk, recorded in the Clerk's
office of the Lee County Court in
deed book 29 page 463, and
a copy of which is filed in said
suit, marked Exhibit "E". Second,
A certain tract of land, containing
32 acres, and 97 poles, more or less,
lying in Lee County Virginia, and fully
described in a deed ~~from H. B. Slunk~~
dated November 1st 1889, from
W. N. G. Slunk and the other heirs of
John W. Slunk dec'd, D. R. C. Slunk
and Frank S. Slunk, recorded in
the ~~Lee Clerk's~~ office of the Lee County
Court in deed book 24 page 367,
and filed as an exhibit in said
petition marked "D". The said
petition so far as this memorandum
is concerned is intended to effect
^{only} the two tracts of land above described.

which the said W. G. Slump
claims to have conveyed to
C. M. Slump, and R. C. Slump
and Frank S. Slump by the
said two deeds above
mentioned.

W. G. Slump

B. H. Samuel atty.

Virginia Lee County to Wit:
In the Office of the Clerk of
said County the 8th Day of February
1895 this Deed was presented and
together with the certificate thereto
annexed admitted to record

Teste: J. V. T. Richmond
Clerk

C. Slump,

vs
Lee Anderson.

W. G. Slump et al.

Recorded in Deed
Book No. 31.

Page 169

J. V. T. Richmond Clerk

Ex 125.
Recorded in Deed
Book No. 31 Page 242

Ex annex

Filed for record
March 7th 1895

J. V. T. Richmond
Clerk

Filed for record
February 8th 1895
J. V. T. Richmond
Clerk

Virginia Lee County to Wit:
In the Office of the Clerk of said
County the 7th Day March 1895 this
Deed was presented and together
with the certificate thereto annexed
admitted to record

Teste: J. V. T. Richmond
Clerk

You will notice that the Court
they still mention in bill was
made on the 20th day Feb'y
but was not acknowledged
until 19th May - and hence
are records 27th March
recorded. Judgment of
Henderson Bros was granted on
the 10th day March 1893 more
than ~~10~~ days prior to their
deed ~~as was~~ planned the
judgment was docketed
as the law directs and is
therefore a prior lien on the
property mentioned in the bill
see 76 Va page 802 77 Va 712 -

J. F. Necessary
vs

W. H. G. Slump & al
Judgment

VIRGINIA

No. 3

Big Stone Gap, Va.

Oct 28th 1892

BANK OF BIG STONE GAP,

PAY TO

Basketon

AID

Va.

OR ORDER,

Eighty
one

Bank of Big Stone Gap,
H. H. Bullitt, Cashier.

DOLLARS,

\$80.00

The Bradley & Gilbert Co., Print., Louisville, Ky.

OK

Cotton, Wad
L. M. Wad
D.S. S. L. C.
S. H. Wad

1 This Deed made and entered into this the 28th
2 day of March 1893 by and between Eliza Bar-
3 ron widow of the late W. N. G. Barron Jr. James
4 P. Barron. Robert P. Barron. Sallie A. Bailey
5 and Patrick W. Barron heirs at law and legal
6 Representatives of W. N. G. Barron Jr Dec'd of
7 Bigstone Gap Wise County Virginia Parties
8 of the first part and W. N. G. Slump of Lee
9 County Virginia Party of the second part
10 Witnesses: That for and in Consideration of
11 the sum of Seven hundred and two dollars
12 in hand paid the receipt of which is hereby
13 acknowledged, the parties of the first part
14 do grant bargain and sell and by these
15 presents doth convey all their right title
16 and interest in and to a certain tract or
17 parcel of land known as lot #4 in the divis-
18 ion of the land of W. N. G. Barron Sr Dec'd and
19 Assigned to the widow and heirs of W. N. G. Barr-
20 on Jr Dec'd containing eight acres, be the same
21 more or less adjoining the lands of J. R. P. Barr-
22 on, James Collier, John Gilly, and the lot as-
23 signed to the heirs of Joseph E. Barron Dec'd in
24 the division of lands of W. N. G. Barron Sr
25 Dec'd. Also another tract or parcel of land
26 known as lot #5 in the division of the lands
27 of said W. N. G. Barron Sr Dec'd ^{and assigned to the widow and heirs of W. N. G. Barron Jr Dec'd} containing
28 four acres more or less lying on the North
29 side of the wagon road and bounded as
30 follows, to wit: Beginning at a stake at
31 North West Corner of lot #13 and on the
32 original line of the old John Slump Dec'd

1 S 50 E 7 feet thence with the old line N 45
2 1/4 E E 2 33 feet to a stake with two beeches
3 marked as pointers land bearing from them
4 N 25 E 20 and S 70 E 18 1/2 feet; thence with
5 Orr's line S 50 1/4 E 86 2 feet to a sugar tree
6 on the south edge of the road near a barn,
7 thence S 60 1/2 W 200 feet to a stake on the north
8 edge of the road and corner to lot #3 and
9 with the line of the same N 50 1/4 W 800
10 feet to the beginning adjoining the lands of
11 J. K. P. Barron, Robert Orr and the other
12 lands of W. C. S. Sluysr to have and to hold
13 to himself and heirs forever with covenants
14 of general Warranty. Witness the following sig-
15 natures and seals this the day and year
16 first above written

17 ^{her name} Eliza X Barron Seal
18 Jas. P. Barron Seal
19 R. P. Barron Seal
20 Sallie A. Bailey Seal

21 State of Virginia }
22 County of Wise } to wit

23 I, S. C. Berryman a Notary Public
24 in and for the County and State aforesaid do
25 hereby Certify that Corisa J. Barron, James
26 P. Barron, Sallie A. Bailey, and R. P. Barron
27 whose names are signed to the foregoing
28 deed bearing the date of March 28th 1893
29 have acknowledged the same before me in
30 the County aforesaid. Given under my hand
31 this the 28th day of March 1893

32 S. C. Berryman
Notary Public Wise Co. Va.

1 Virginia Lee County to wit:

2 In the office of the clerk of the said
3 County the 30th day of March 1893, this deed
4 was presented and together with the certifi-
5 cate thereto annexed, admitted to record

6 Teste: John R. Gibson Clerk

7 A Copy - Teste: J. V. H. Richmond Clerk
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W. A. G. Sluick.

From Deed
Copy.

Eliza J. Bonnell.

c 50 paid

Acopy.

\$1600

on or before the first day of January, 1890. with interest from date I bind myself, heirs &c to pay James M. Flannery sixteen hundred dollars for value received and I hereby waive the benefit of my homestead exemption as to this debt: Witness my hand and seal Sept 28th 1888
W. N. G. Slump (seal)

Attest W. K. Armstrong.

On the back of this note appears the following:—

Ord. the within note one hundred and fifty two dollars this 29th day Feb. 1893

Ord the within note one hundred and twenty four dollars this 21st day of Dec. 1889.

Ord. the within note one thousand and ninety six dollars this 11 day of Dec. 1890.

Ord The within note one hundred and fifty dollars this Feb. 6th day 1892

Ord. within note fifty dollars this 28th day of Mch. 1892.

A. Copy.

Barrington Gap
Bands

vs.

H.C. Slump.

Copy of J.M. Flau-
ary note. with
its credits.

Filed with dep-
osition of J.M.

Flauary-

To Messrs J. P. Barrow, H. N. G. Slump,
and C. M. Slump

Whereas a bond was executed by you
to me on the 11th day of January, 1893, in the penalty
of \$207. 62 with a condition whereby after
receiving that upon a judgment obtained by
me before John Riddle a Justice of the Peace
in and for Lee County, Virginia against the
said J. P. Barrow and H. N. G. Slump, I had
sued out a writ of fieri facias directed
to M. H. Reason a constable for said County of
Lee, by virtue whereof certain goods and
chattels had been taken by said Reason con-
stable of said County to satisfy the said ex-
ecution, the amount whereof at the date
of said bond including officers fees and
commissions ~~of fees~~ was \$103. 81, it was
provided that if the said J. P. Barrow and
H. N. G. Slump should have the goods and
chattels forthcoming on the day and at the
place appointed for the sale thereof the said
obligation should be void: and the said J. P.
Barrow and H. N. G. Slump having failed
to deliver the said goods and chattels ac-
cording to the condition of the said bond
or to pay the amount due on said execution
Notice is hereby given to each of you that
on the 25th day of April, 1893, at the residence
of John Riddle in said County I shall move

the said John Riddle or such other justice
of the said county as may then be there to
hear such motion to award execution
upon the said bond in my behalf against
you and each of you for principal & costs.

Dated this 27th day of March, 1893.

John Barron.

John Barron for the
benefit of E. S. Flanagan
vs

Motion
on a North-
Coming Bond

H. N. G. Slump, Jas. P. Barron (Attys)

C. W. Slump

23rd day of April, 1893 at the
residence of John Riddle in Lin Co., Va.

Judgment That the
~~plaintiff~~ Plaintiffs recover of
the Defendants \$207.62 to be discharg-
ed by the payment of \$103.81 with in-
terest thereon from the 17th day of
January, 1893, till paid, with judgment to a
credit of \$23.45 as of January, 1893
and \$2.00 costs.

John Riddle J.P.

Virginia, Lin County, to wit:

To Mr. H. Reason Constable of
said County:

I command you in the name
of the Commonwealth of Virginia

80
83
113

"No surety to be taken"

that of the goods & chattels of
James P. Barron, W. H. G. Sluagh
and Co. W. Sluagh in your dis-
trict you cause to be made the
sum of \$207.62 the penalty of a
forthcoming bond to be discharged
on the payment of \$103.81 with interest
thereon from the 11th day of January,
1893 till paid, but subject to a
credit of \$23.45 as of January,
11th 1893 which John Barron for
the benefit of E. S. Flannery has
recovered before me on a motion
on a forthcoming bond plus the
sum of \$22⁰⁰ which were adjudged
to the said John Barron for the ben-
efit of E. S. Flannery for prosecuting
on said motion. Given under
my hand this ~~this~~ the 25th day of
April, 1893.

John Riddle J. C.

Apr 30 day of 1893
or by check \$800⁰⁰

John Barron

Motion on
vs } Forthcoming Bond

J. P. Barron et al

Executed by delivering
a copy of the within to
J. P. Barron W. N. J. Kempf
and C. M. Kempf this
15 day of April 1893
M. H. Reesor C. L. & C.

Bul due for 1st
1896- \$4.42

Execution Received 4 O'clock P. M.
April 25 day 1893

M. H. Reesor C. L. & C.

CONVENTION OF THE NATIONAL SILVER PARTY,

Held in St. Louis, Mo., July 22d, 23d, 24th, 1896.

Remarks of Mr. WILLIAM P. ST. JOHN of New York, upon his taking office as
Permanent Chairman of the Convention.

GENTLEMEN OF THE CONVENTION :

The skill and efficiency of your labors in the past have been rewarded by the adoption of your demand for legislation by two great organizations of the people, namely : The Democracy and the People's Party. If now you are able to induce a coalition of these two organizations for the one purpose, the desired achievement on behalf of the people will ensue.

Assuming then that you will prevail upon those patriots calling themselves the People's Party to endorse the nomination of Bryan and Sewall, it is advisable to warrant the desirability of the end in view.

It is among the first principles in finance that the value of each dollar, expressed in prices, depends upon the total number of dollars in circulation. The plane of prices is high when the number of dollars in circulation is great in proportion to the number of things to be exchanged by means of dollars, and low when the dollars are proportionately few. The plane of prices at present and for some time past is and has been ruinously low. The increase of our population at about two millions a year, scattered over our immense territory, calls for increasing exchanges

and thereby demands an increasing number of dollars in circulation. The increase in the number of dollars when dollars are confined to gold is not sufficiently rapid to meet the growth of our exchanges. The consequence is a growing value of dollars, or a diminishing value of everything else expressed in dollars: which is to say a tendency toward constantly declining prices.

The fountain-head of our prosperity has run dry. Our farmers all over the country have endured the depression in prices, until they get about \$8 or \$9 an acre for an expenditure of \$10 per acre, and the like. Their credit is exhausted at their country stores. The country store ceases to order from the city merchant, the city merchant reduces his demand upon the manufacturer. Manufactures are curtailed. The consequence is that employes and all elements of labor are being discharged, and wages are lowered to those who continue in employment. The sufferings of the farmers, who constitute nearly one-half our population, is thus enforced upon the city merchant, the manufacturer and all forms of labor. These combined elements constitute the overwhelming majority of voters. Their intelligent conclusion will be felt when expressed at the polls.

The banker also is without prosperity unless prosperity is general throughout the United States. He must learn to distinguish between cheap money and money commanding a low rate of interest. The dollar worth two bushels of wheat is a dear dollar, and yet it commands interest in Wall Street at present of but two per cent. per annum on call. If the dollar can be cheapened by increasing the number of dollars, so that each dollar will buy less wheat, the increasing price of wheat will increase the demand for dollars to invest in its production. Then the borrower of dollars to invest in the production of wheat, being reasonably sure of a profit from that employment of the money, can afford to pay interest for its use as a part of his profit. In other words, interest is a share of the profit

on the employment of money. So that abundant money, money readily obtainable, which is to say really cheap money, is the money which commands a high rate of interest, as a share of the profit of the borrower in using it.

As we appeal to the country, in the justice of our cause, one or two points of common inquiry must be satisfied as follows:

The experience of Mexico is held up for our alarm. We answer, first, that Mexico is conspicuously prosperous at home. Her increase in manufactures, railway earnings and the like in recent years is phenomenal. Second. Mexico is no criterion for the United States, for the reason that she has a foreign trade indebtedness of about \$20,000,000 annually in excess of the value of her exports of cotton, sugar, coffee, hides and the like, which must be paid for in the surplus product of her mines. Her silver therefore goes abroad as merchandise and at a valuation fixed by the outside world. The United States on the other hand is a nation of seventy millions of people, scattered over a territory seventeen times the area of France. A single one of our railway systems, the Erie, exceeds the aggregate railway mileage of all Mexico. We offer an employment for money to an aggregate greater than the world's spare silver will furnish us. Hence, our silver money, at home and abroad, will be valued as the money of the United States.

The opposition threatens us with a flood of Europe's silver upon our reopened mints. We answer, Europe has no silver but her silver money. Her silver money values silver at from three cents to seven cents on the dollar higher than ours. Hence the European merchant or banker must sacrifice from three to seven per cent. of his full legal-tender money in order to recoin it at our mints. Europe's silverware, like America's silverware, carries in it the additional value of labor and the manufacturer's profit.

They threaten us with a flood of silver from the far East. We answer that the course of silver is invariably Eastward and never toward the West. British India is a perpetual sink of silver, absorbing it, never to return, by from thirty to sixty million dollars worth every year. And India's absorption of silver will be enlarged by the steadiness of price for silver fixed by our reopened mints.

They threaten us with a "sudden retirement of \$600,000,000 gold with the accompanying panic, causing contraction and commercial disaster unparalleled." We answer that our total stock of gold, other than about \$10,000,000 or \$15,000,000 circulating on the Pacific Coast, is already in retirement. Practically all our gold is in the United States Treasury or held by banks. The gold in the Treasury will remain there, if the Secretary avails of his option to redeem United States notes in silver. The gold in the banks constitutes the quiet and undisturbed portion of their reserves against their liabilities. It will continue to do money duty as such reserves after free coinage for silver is enacted. Hence a premium on it will not contract the currency. The utmost possible contraction of the currency will be the few millions circulating on the Pacific Coast, and this will be retired but slowly.

A similar threat of a flight of gold was made for the Bland Act of 1878. President Hayes was urged to veto it, but Congress passed it over the veto. Instead of a flight of gold as had been predicted, we gained by importation \$4,000,000 the first year, \$70,000,000 the next and \$90,000,000 the third year. During the twelve years that the Act was on the statute book we gained \$221,000,000 of foreign gold. Instead of the destruction of our credit abroad, as had been predicted, the United States four per cent. loan, which stood at 101 on the day of the enactment, sold at 120 per cent. within three years, and at 130 per cent. subsequently. Instead of defeating the resumption of specie payments on January

first of the following year, the 24,000,000 silver dollars which were coined in 1878 and circulated by means of the silver certificates, reduced the demand upon the Government for gold. Hence the threat of disaster now is without historic foundation.

This then, is what will follow the reopening of our mints to silver: The gold already in the Treasury will remain there, if common sense dictates the Treasury management, that is if the Treasury exercises its option to redeem United States notes in silver. A premium on gold will not occasion a contraction of the currency, bank hoards of gold continuing to serve as a portion of bank reserves against their liabilities. A premium on gold will tend to increase our exports by causing a higher rate of foreign exchange, that is to say by yielding a larger net return in dollars on the sale of bills of exchange drawn against goods exported. Such premium will tend to diminish our imports by increasing the cost of bills of exchange with which to pay for goods imported.

The tendency of increasing our exports and decreasing our imports will be, *first*, to set our spindles running, swell the number of paid operatives, increase their wages, thereby adding to the number and paying capacity of consumers, and thus enlarge our home market for all home products and manufactures, with prosperity in general as the result assured.

The tendency of increasing our exports and decreasing our imports will be, *second*, to establish a credit balance of trade for the United States. A credit balance of trade means that Europe has become our debtor and must settle with us in money. Europe's silver money is overvalued in her gold, compared with ours, by from three to seven cents on the dollar. The European merchant or banker will therefore make his trade settlements with us in gold, more profitably by from three to seven per cent. than in his silver. With the instant that European trade settlements with the United States are

made in gold, parity for our gold and silver money is established in the markets of the world.

Therewith, the 371.25 grains of pure silver in our silver dollar and the 23.22 grains of gold in our gold dollar become of exactly equal worth, as bullion, in New York.

NATIONAL COMMITTEE of the NATIONAL SILVER PARTY.

St. Louis, Mo. July 24th, 1896.

To the American People:

Inasmuch as it has been charged upon the National Silver Party assembled in St. Louis, that we are a convention of repudiators, revolutionists, and anarchists, we submit the following to the candid judgment of the people.

In our delegation are 4 veterans of our Mexican War, 49 ex-Confederates, and 196 Union Army Veterans of the late war. Of the 731 delegates attending, 9 are Prohibitionists, 49 are Populists, 146 are Democrats, and 526 are Republicans.

Under this composition of the Convention we appeal to all true patriots, without regard to previous party affiliation, to vote for Hon. William J. Bryan, for President and Hon. Arthur Sewall, for Vice-President of the United States. A result of their election will be the restoration of free coinage for silver on equal terms with gold: providing thereby a growing volume of money, which will tend to disseminate rather than to aggregate wealth, which

will relieve the present profound depression and replace it with a wide prosperity.

We urge you to unite upon this ticket, as your sole hope of escape from the rigors of a grinding gold-monopoly.

Ours is a poor man's campaign. We therefore call for contributions toward legitimate expenses, the same to be sent to William P. St. John, Treasurer, at 2 East 23d St., New York City. Contributions of \$1. or more will be regularly acknowledged.

Charles D. Lane, of California, Chairman.

R. H. Walker, Alabama; Geo. W. Baker, California; I. N. Stevens, Colorado; Alex. Troupe, Connecticut; G. G. Harvey, Florida; C. Thornton, Georgia; G. M. Emerick, Illinois; Anson Wolcott, Indiana; Amos Stockel, Iowa; R. W. Turner, Kansas; J. P. Hendrick, Kentucky; C. E. Darby, Maryland; E. B. Newhall, Massachusetts; E. E. Jarvis, Michigan; Jas. H. Griffin, Minnesota; C. W. Bolton, Mississippi; M. F. Doud, Missouri; C. G. Bradshaw, Montana; G. L. Laws, Nebraska; Thos. Wrenn, Nevada; S. W. Reese, New Jersey; Wm. P. St. John, New York; B. F. Keith, N. Carolina; W. H. Standish, N. Dakota; H. T. Niles, Ohio; E. Hafer, Oregon; R. E. Difenderfer, Pennsylvania; J. W. Bowden, S. Carolina; Harry Sawyer, S. Dakota; E. C. McDowell, Tennessee; F. Kehler, Texas; Richard McIntosh, Utah; Jos. Battell, Vermont; Alex. J. Wedderburn, Virginia; Geo. W. Thompson, Washington; Isaac C. Ralphsnyder, W. Virginia; Rublee A. Cole, Wisconsin; W. J. White, Arizona; M. M. Edmonson, Ind. Territory; C. J. Hillyer, District of Columbia; Richard Lewis, Alaska.

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Big Stone Gap, Va., April 28th 1894.

Hon. A. M. Goins,

Jonesville, Va.

Dear Sir:-

In the matter of account now pending before you, in the case of the Bank of Penington's Gap Vs. H. C. Slemp et als., we refer you to the following authorities in support of the judgment lien of Goodloe Bros. Vs. W. N. G. Slemp et als., it being a subsisting lien against the land in the hands of a subsequent purchaser. Sec. 3567 of the Code, gives the judgment creditor a lien on all the Real Estate of, or to which the judgment debtor is, or becomes possessed or entitled, at or after the date of such judgment, or if the judgment was rendered in Court at or after the commencement of the Term at which it was so rendered.

Sec. 2463, 2464 and 2465 make contracts with reference to the sale and conveyance of Real Estate, or for a term more than five years when in writing void as to subsisting purchaser, as for valuable consideration and without notice as to creditors (whether they have notice or not) absolutely void, unless duly admitted to record; and absolutely void if such contract is not in writing. Observe that Sec. 2463 is a new addition to the Statute law of this state, as it existed prior to the adoption of the Code 1st of May 1888. Prior to that time where a party had purchased land has paid the whole of the purchase money, if the contract was not in writing the party thus acquiring a full and complete equitable title held

No.2.

Big Stone Gap, Va.,

it against all parties whether creditors or subsequent purchasers of ~~and from~~ the vendor; as decided in 28 Grat. page 401. But this section awards the law in that particular and make such contracts if not in writing absolutely void.

You will observe from the language of the Statute, that a deed or contract for the sale of land is absolutely void as to creditors of the vendor until and except it is duly admitted to record. In case of Slater et als. V. Moore et als. 86 Va. Page 26. It is decided that a deed is void as against creditors "Until and except from the time at which it is duly admitted to record", and it is only deeds recorded in sixty days (under Code of 1887 ³²⁴⁶⁷ 20 days) from their date of acknowledgement that, upon recordation relate back and are valid as to the date of acknowledgement. If grantee or third party must suffer from the grantor's fraud, the grantee, who ~~xxxx~~ ~~xx~~ put it in the grantor's power to commit the fraud, must bear the consequence.

See 2d Grat. Page 183. In regard to the Joell Necessary judgment against W. N. G. Slemp et als., which lien dates from the first Monday in June 1893, we will contend that this is a valid and subsisting lien on and should be enforced against the interest the grantor had in the vendor's lien reserved in the face of the deed. And also that a lien of the execution issued on the judgment is a subsisting lien on the vendor's lien. And as all the parties will be before the Court, this lien of the execution should have prefer-

Line & Priority -

Barton L. Pr. 1839th

Coole 835-87

No.3.

Big Stone Gap, Va.,

erence over the rights of the Bank of Penington's Gap.

You will observe that there are two kinds of liens, ~~and~~ created by Statute arising out of a lien by execution; one is that upon property capable of being levied on, the other is that upon property not capable of being levied on. In the latter lien that we contend should have priority over the rights of the Penington's Gap Bank in this connection we will contend that a vendor's lien is such an interest in the property of Real Estate as cannot be attached and subjected under a judgment lien. See Black on Judgments, Page 537. See Bartons Chancery Practice, Vol. 2, page 874. As to property effected by a judgment lien; See 2 Bartons Chancery Practice, page 888-89-90-91 and 92.

As to the lien of an execution; see Bartons Law Practice pages 839, 843, 844. 1261, 1263 Punroy's Equity.

You will ~~xxx~~ observe that, in the ~~event~~ ~~that~~ ~~you~~ ~~consider~~ ~~it~~ ~~an~~ ~~interest~~ ~~in~~ ~~land~~, such as the lien of a judgment will attach, we claim it under the judgment lien. The ~~se~~ authorities cited we think fully sustains either view.

Respectfully submitted,

Mathews & Maynor.

Brief of Counsel
for

J. F. Necessary & Co.

~~for~~

Mark W. Maynor

\$360/

Pennington Exp. Bank

vs.

In Chancery

H. C. Slump. et al.

The Plaintiff, excepts to the Report of Commissioner. A. M. Goins filed in this cause for the following reasons.

1st Because, the Commissioner, fails to report as a lien, on the land in the bill and proceedings mentioned sold by W. H. Slump, to H. C. Slump, the sum of \$469⁴⁰ evidenced by exhibit A. filed with the bill, and for which a lien was expressly retained in the deed of said W. H. Slump & wife to H. C. Slump, see 24. "6" filed with bill.

This sum is certainly a lien ~~on the~~ trust of land described in said deed. And said Commissioner should have reported it, and should have fixed its priority along with the other liens, reported by him.

2. Because said Commissioner should have reported said sum of money as a first lien on the land sold by said W. H. Slump to said H. C. Slump. Because 1st The evidence in the case very clearly shows that H. C. Slump, had full knowledge of the existence of said the deed of trust

of James M. Flanory, at and before the
Land day of February 1893, the date of
his purchase, had full knowledge of
the existence of said deed of Trust.
2nd Said deed of Trust embraces another
Tract or parcel of land containing about
30 acres, which the Commissioner as-
certains to be worth \$900.⁰⁰ and is an
adequate and sufficient to pay ^{off said} deed of Trust

- 3 This lien should have been given prior
ity over the judgment of Hopdope Bros.
Because said judgment was not obtained
until about the 10th day of March 1893
some 6 weeks after the sale by said W. L.
Slump to the said H. C. Slump, which was
made on the 2 day of February 1893,
possession was delivered on that day
a written contract then and there
delivered, and which said Defendant
Slump failed to have recorded as he
should have done, had said written
contract, been recorded ~~the delivery~~ ^{at the time}
after its delivery no judgment lien
would have attached. The failure to
record it is the fault of the Deft. and
if any person must suffer by it he
is the man. The loss cannot be im-
posed on an innocent purchaser

- of the note.
- 4th The several judgments here reported are liens upon all the land owned by W. A. G. Slump. While the note is only a lien on the land sold to W. A. G. Slump. The other lands held by the said W. A. G. must be first subjected to the payment of said judgment before the judgment creditors can go upon this land upon which the Plaintiff alone has a lien.
- 5 The Court, used in reporting the Patrick Barron interest in the 4th 9th 00 as a lien or defect in said title, Slump knew the condition of the title to this lot. He has not been excited, But this matter is now at rest, as since the said Patrick Barron has arrived at 21 years of age he has conveyed his interest in said land his deed for the same is here filed recorded (and)
- 6 The John Barron judgment has been paid.
- 7 \$30 has been paid on the Graham judgment.

Duncan & Hyatt for
Punnett & Co. Bankers

P. Gap Banks

vs $\frac{1}{3}$ Euphorbia

H.C. Scurry et al

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*H. C. Slemp, W. R. G. Slemp
 C. M. Slemp, J. M. Flanary, Albert S. Flanary
 Trustee, John Barron, John M. Goodloe, W. T.
 Goodloe, & Edward Goodloe Merchants Trading
 under the firm name & style of Goodloe Bros
 J. H. Graham Executor of Henry Graham dead
 J. F. Necessary, J. A. Jesse, R. W. Orr, H. J. Morgan
 & J. S. Anderson, private bankers doing business
 under the firm name of Powell's Valley Bank
 L. D. Ward, S. L. Ward, C. E. Flanary, C. Slemp
 W. S. Hurst, M. D. Collier and J. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *16th* Monday in *September*, 189*4* to
an amended
 answer *A* bill in Chancery, exhibited against *Them* in our said court by

*W. S. Hurst, John A. G. Hyatt and A. G. Hyatt
 private bankers doing business under the
 firm name & style of Pennington Gap Bank*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31st* day of *July* 189*4*, and in the *119th*
 year of the Commonwealth.

A. B. Munsey Clerk.

Carrington Gap Bank

vs.

SUBPENA
IN CHANCERY.

H. C. Slomp et al

Duncan ~~Hyatt~~ p. q.

To 1st September Rules,
Circuit Court.

Executed Aug 21st 1894 by
delivering a true office copy
of the within summe to H. C.
Slomp W. C. E. Slomp & C. E.
Slomp J. M. Flanary & S.
Flanary J. H. Graham R. M.
Or. R. E. Flanary & Slomp
W. S. Hunt } This Aug the
28th 1894 L. C. H. Wade D. S.
for R. E. Flanary } S. L. C.

Further executed Aug the 29. 1894 by delivering an office copy
of the within summe to the wife of M. L. Callie at the
dwelling house of M. L. Callie and explaining to her its purpose
she being a member of the family of M. L. Callie and over the
age of sixteen years old the said M. L. Callie being
absent from his usual place of abode This Aug the 29. 1894
M. R. Kirk. D. S. for R. E. Flanary. S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

James M. Flannery

A. M. Goins, S. Court of the circuit Court of Lee County on
to appear before ~~the Judge of our Circuit Court of Lee County, at the court house thereof on the~~
~~14th~~ *the 16th of Jan'y* 1895, to testify and the truth to say in behalf of *W. N. H. Slump*
and bring all papers & books you have that pertain to your
& his business

S. Court in a certain matter of controversy in our said Court,
before the said ~~Judge~~ depending and undetermined between *Pennington Gap Bank*

Plaintiff

and *H. C. Slump et al*

Defendant *S*:

And have then there this writ. *A. M. Goins, S. Court at his office*
Witness, A. B. MUNSEY, Clerk of our said Court, at the court house,
the *14th* day of *January* 1895, and in the 11 year of
the Commonwealth.

A. M. Goins, S. Court,
Clerk

Pennington Esq. Clerk

SUBPÆNA
FOR
WITNESS.

H C Slump et al

Circuit Court, the day of

..... 189 .

I accept service
of the within notice
this Jan. 16, 1895.

J N Flanary

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

A. J. Livingston & R. B. Livingston
and *M. L. Fannon*

to appear before the Judge of our Circuit Court of Lee County, at the court-house thereof on the *5th*
day of *March* 1894, to testify and the truth to say in behalf of the *Deft*
W. T. Anderson

in a certain matter of controversy in our said Court,
before the said Judge depending and undetermined between

M. W. Livingston Plaintiff
and *Wm. T. Anderson* Defendant :

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *16th* day of *February* 1894, and in the *11^{8th}* year of
the Commonwealth.

A. B. Munsey Clerk.

W. T. Anderson

ads }

SUBPENA
FOR
WITNESS.

M. W. Livingston

Circuit Court, the 5th day of

March 1894.

Executed by Summon
ing A. J. Livingston
and N. B. Livingston
and M. L. Franconer this
this March 5th 1894
H. P. Arrington

Deputy for
C. E. Feloney
J. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

C. M. Slump and M. G. Ely and W. N. G. Slump

A. M. Goins, Court. at his office in *Jonesville*
to appear before the Judge of our Circuit Court of Lee County, at the court house thereof on the *25th*
day of *January* 189*5*, to testify and the truth to say in behalf of the *The*
Plaintiff

in a certain matter of controversy in our said Court,
Said Court.
before the said Judge depending and undetermined between

Pennington Gap Bank Plaintiff

and

H. C. Slump et als. Defendant :

And have then there this writ.

Witness,

A. M. Goins
~~A. B. MUSEY~~

~~Clerk~~ of our said Court, at the court-house,

the *16th* day of *January* 189*5*, and in the *11* *9th* year of
the Commonwealth.

A. M. Goins, Court. ~~Clerk~~

Pennington Gap Bank

SUBPENA
FOR
WITNESS.

H C Slump et al.

Circuit Court, the day of

..... 189 .

Executed Jan the
24th 1895 by Sumner
W. C. Slump &
C. M. Slump
Mr. S. Ely not
found this Jan
the 24 - 1895
L. M. Wade D. S.
for C. C. January
S. L. C.

5. 40 cts

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. C. Slemp, W. M. G. Slemp*
C. M. Slemp, J. M. Flanary, Elbert S. Flanary, Trustee
John Barron, John M. Goodloe, W. T. Goodloe &
Edward Goodloe, Merchants trading under the
firm name & style of Goodloe Bros. J. H. Graham
Executor of Henry Graham deed J. F. Necessary
J. A. Jesse, R. W. Orr, H. J. Morgan & S. Andersson
private Bankers doing business under the firm
name of Powell's Valley Bank L. D. Ward
S. L. Ward, C. E. Flanary, C. Slemp, W. S. Hurst
M. D. Collier and J. P. Barron

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *September*, 189*4*, to
an amended
answer a bill in Chancery, exhibited against *them* in our said court by

W. S. Hurst, John A. G. Hyatt and A. G. Hyatt
private bankers doing business under the
firm name & style of Pennington Gap Bank

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *31st* day of *July*, 189*4*, and in the *119th*
year of the Commonwealth.

A. B. Munsey Clerk.

Pennington Gap Bank

US.

SUBPENA
IN CHANCERY.

H. C. Sloop et al.

Duncan & Hyatt p. q.

To 1st Sept. Rules,

1894 Circuit Court.

We accept service
of the within summons
this 1st day of August 1894

Burdor Bros

J. F. Munnery

J. A. Jones for or

By Matthew Munnery

attys

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

H. C. Slemp and W. N. G. Slemp

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *February*, 189*4*, to answer a bill in Chancery,

exhibited against *them* in our said court by *Wm. S. Hurst, John A. G. Hyatt and A. G. Hyatt private Bankers doing business under the name and style of Pennington Gap Bank*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *30th* day of *January*, 189*4*, and in the *11th* year of the Commonwealth.

A. B. Munsey Clerk.

Pennington Gap Bank

US.

SUBPENA
IN CHANCERY.

H. C. Slomp et al

Duncan & Hyatt p. q.

To 1st February Rules 1894

Circuit Court.

Executed Truly the
3rd 1894 by delin
-ring a ^{copy of the} ~~copy~~ office
copy to W. C. S. Slomp
& H. C. Slomp
wife at 4 O'clock
p.m. She being over
the age of sixteen
years H. C. Slomp
not being found
at his place of abode
this 3-1894 L. C.
Wade D. for C. C.
January S. L. C.

The Commonwealth of Virginia,

Seargt of city of Richmond)
To the ~~Sheriff~~ of the ~~County of Lee~~, Greeting:

WE COMMAND YOU, That you summon

H. C. Stemp and W. N. G. Stemp

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *February*, 189*4*, to answer a bill in Chancery,

exhibited against *them* in our said court by *Wm. S. Hurst & John A. G. Hyatt and A. G. Hyatt private Bankers doing business under the name and style of Pennington Gap Bank*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *30th* day of *January*, 189*4*, and in the *11th* year of the Commonwealth.

A. B. Munsey Clerk.

Executed in the City of Richmond on
the 1st day of February 1894 by delivering
a true Copy of this process to Capt
H. C. Slemph. E. J. Turneyhough of
For Chas H. Slemph Sergt
City of Richmond

For paid

Parrington Gap Bank

US. { SUBPOENA
IN CHANCERY.

H. C. Slemph et al

Deceased H. Slemph p. q.

To 1st February 1894
Rules,

Circuit Court.

n

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. C. Slemp, W. H. G. Slemp, C. M. Slemp, J. M. Flanary, Elbert S. Flanary, Trustee John Barron, John M. Goodloe, W. F. Goodloe, & Edward Goodloe Merchants doing business under the firm name & style of Goodloe Bros. J. H. Graham Executor of Henry Graham dec'd J. F. Necessary, J. A. Jesse, R. W. Orr, H. J. Morgan & S. S. Anderson private bankers doing business under the firm name of Powells Valley Bank S. D. Ward, S. L. Ward, C. E. Flanary, C. Slemp, W. S. Hurst M. S. Collier and J. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *September*, 189*4*, to answer ^{an amended} bill in Chancery, exhibited against *them* in our said court by

W. S. Hurst John A. G. Hyatt and A. G. Hyatt private bankers doing business under the firm name & style of Pennington Gap Bank

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31st* day of *July* 189*4* and in the *1195* year of the Commonwealth.

A. B. Munsey Clerk.

I accept legal service of the within Spa. m. Chancery
This Aug. 1st 1894.

22
12 1/2
264
11

Pennington Gap. Bank

US. { SUBPOENA
IN CHANCERY.

H. C. Sleep et als.

Duncan Wyatt p. q.

To 1st Sept. Rules,
1894. Circuit Court.

I accept legal service of
the within Spa. for the
Powell's Valley Bank &
for myself & J. S. Anderson.
This July 31st 1894.
Morgan & Anderson
Powell's Valley Bank

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*H. C. Slemp, W. R. G. Slemp
C. M. Slemp, J. M. Flanary, Elbert S. Flanary, Trustee
John Barron, John M. Goodloe, W. T. Goodloe
Edward Goodloe Merchants Trading
under the firm name & style of Goodloe Bros.
J. H. Graham Executor of Henry Graham dead
J. F. Necessary, J. A. Jesse, R. W. Orr, H. J. Morgan &
J. S. Anderson private bankers doing business
under the firm name of Powells Valley Bank
L. S. Ward, S. L. Ward, C. E. Flanary, C. Slemp, W. S.
Hurst, M. D. Collier and J. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *1st* Monday in *September*, 189*4* to
an amended
answer [^] bill in Chancery, exhibited against *them* in our said court by

*W. S. Hurst, John A. G. Hyatt and A. G. Hyatt private
Bankers doing business under the firm name &
Style of Powells Valley Bank*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31st* day of *July* 189*4* and in the *119th*
year of the Commonwealth.

A. B. Munsey Clerk.

vs.

}

**SUBPŒNA
IN CHANCERY.**

_____ p. q.

To _____ Rules,

Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. C. Slomp, W. N. G. Slomp*
C. M. Slomp, J. M. Flanary, Elbert S. Flanary
Trustee, John Barron, John M. Goodloe, W. T.
Goodloe & Edward Goodloe Merchants Trading
under the firm name & style of Goodloe Bros
J. A. Graham, Executor of Henry Graham deed
J. F. Necessary, J. A. Jesse, R. W. Orr, H. J. Morgan
V. S. S. Anderson, private bankers doing business
under the firm name of Powells Valley Bank
L. D. Ward, S. L. Ward, C. E. Flanary, C. Slomp
W. S. Hurst, M. D. Collier and J. P. Barron

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
 for the said Court on the *1st* Monday in *September*, 189*4* to
 answer *an amended* bill in Chancery, exhibited against *them* in our said court by

W. S. Hurst, John A. S. Hyatt and A. S. Hyatt
private Bankers doing business under the firm
name & style of Pennington Gap Bank

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31st* day of *July*, 189*4* and in the *119th*
 year of the Commonwealth.

A. B. Munsey Clerk.

us. { SUBPENA
IN CHANCERY.

p. q.

To _____ Rules,
Circuit Court.
